

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
TABcom, LLC		03/01/2013	LIMITED LIABILITY COMPANY: PENNSYLVANIA
RECEIVING PARTY DATA			
Name:	PetEdge, Inc.		
Street Address:	100 Cummings Center, #307B		
City:	Beverly		
State/Country:	MASSACHUSETTS		
Postal Code:	01915		
Entity Type:	CORPORATION: MASSACHUSETTS		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3285286	GROOMERS.COM	
CORRESPONDENCE DATA			
Fax Number:	6143453299		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	617 345 3000		
Email:	trademarks@burnslev.com		
Correspondent Name:	Sara Y. Beccia of Burns & Levinson LLP		
Address Line 1:	125 Summer Street		
Address Line 4:	Boston, MASSACHUSETTS 02110		
ATTORNEY DOCKET NUMBER:	43869.0		
NAME OF SUBMITTER:	Sara Beccia		
Signature:	/Sara Beccia/		

Date:

03/20/2013

Total Attachments: 5

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ASSIGNMENT OF TRADEMARKS AGREEMENT

This Assignment of Trademarks Agreement (this “**Agreement**”), dated as of this 1st day of March, 2013, is made by and between PetEdge, Inc., a Massachusetts corporation (the “**Assignee**”) and TABcom, LLC, a Pennsylvania limited liability company (the “**Assignor**”).

WHEREAS, the Assignor and the Assignee are parties to that certain Asset Purchase Agreement, dated as of the date hereof (the “**Purchase Agreement**”), pursuant to which the Assignee will purchase the Purchased Assets, as more particularly described in the Purchase Agreement.

NOW, THEREFORE, pursuant to the Purchase Agreement and for and in consideration of the premises and the mutual covenants contained herein, and for other good and valuable consideration, the receipt, adequacy, and legal sufficiency of which are hereby acknowledged, the parties do hereby agree as follows:

1. Capitalized Terms. Capitalized terms used but not defined herein shall have the respective meanings ascribed to such terms in the Purchase Agreement.
2. Assignment of Intellectual Property Rights. The Assignor hereby sells, assigns, transfers, conveys, and delivers, free and clear of all Encumbrances, to the Assignee, and the Assignee hereby purchases and accepts from the Assignor, all of the Assignor’s right, title, and interest in, to, and under the Trademarks (as set forth in Schedule 1 attached hereto).
3. Further Actions. The Assignor shall, upon the reasonable request of the Assignee, provide to the Assignee any and all such reasonable cooperation and assistance (including, without limitation, the execution and delivery of any and all affidavits, declarations, oaths, samples, exhibits, specimens, assignments, powers of attorney, or other documentation) to fully and effectively effectuate the purposes of this Agreement. The Assignor authorizes the Commissioner for Patents, the Commissioner for Trademarks, and the Register of Copyrights, and any other governmental officials, to record and register this Agreement upon request by the Assignee.
4. Terms of the Purchase Agreement. The terms of the Purchase Agreement, including, but not limited to: (a) the Assignor’s representations, warranties, covenants, agreements, and indemnities relating to the Assigned Intellectual Property, (b) jurisdiction; (c) indemnification; (d) confidentiality; (e) notice; (f) waiver; (g) expenses; and (h) severability (b) jurisdiction; (c) indemnification; (d) confidentiality; (e) notice; (f) waiver; (g) expenses; and (h) severability are incorporated herein by reference. The Assignor acknowledges and agrees that the representations, warranties, covenants, agreements, and indemnities contained in the Purchase Agreement shall not be superseded, enlarged, or modified hereby but shall remain in full force and effect to the full extent provided therein. In the event of any conflict or inconsistency

between the terms of the Purchase Agreement and the terms hereof, the terms of the Purchase Agreement shall govern.

5. Miscellaneous Provisions.

a) Modification. This Agreement may not be amended, supplemented, or otherwise modified except by a written agreement executed by all of the parties hereto.

b) Headings. The section and other headings in this Agreement are inserted solely as a matter of convenience and for reference and are not a part of this Agreement.

c) Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania without regard to the conflicts of law principles thereof. Venue shall be in the United States District Court for the Middle District of Pennsylvania if such court has subject matter jurisdiction, and in the event there is no subject matter jurisdiction in federal court, then in the court of common pleas of Luzerne County, Pennsylvania.

d) Counterparts. This Agreement may be executed in multiple counterpart copies, each of which will be considered an original and all of which constitute one and the same instrument, binding on all parties hereto, even though all the parties are not signatory to the same counterpart. Any counterpart of this Agreement which has attached to it separate signature pages, which taken together contain the signature of all parties hereto, shall for all purposes be deemed a fully executed original and a facsimile transmission shall be deemed to be an original signature.

[Remainder of Page Intentionally Left Blank; Signatures Page to Follow]

IN WITNESS WHEREOF, the Assignor and the Assignee have executed this Agreement as of the date first set forth above.

ASSIGNOR

TABCOM, LLC

By: *[Signature]*
Name: Alex Tabibi
Its: CEO

ASSIGNEE

PETEDGE, INC.

By: _____
Name: _____
Its: _____

IN WITNESS WHEREOF, the Assignor and the Assignee have executed this Agreement as of the date first set forth above.

ASSIGNOR

TABCOM, LLC

By: _____

Name: _____

Its: _____

ASSIGNEE

PETEDGE, INC.

By: Andrew S. Katz

Name: Andrew S. Katz

Its: President

Schedule 1

Company Trademarks

Registered Trademarks

Groomers.com

- Serial Number: 77061005
- Registration Number: 3285286
- Registration Date: August 28, 2007

Unregistered (common law) trademarks

Groomers.com logo

