

TRADEMARK ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

|   |  |                       |                         |
|---|--|-----------------------|-------------------------|
| <b>SUBMISSION TYPE:</b>   | NEW ASSIGNMENT                               |                       |                         |
| <b>NATURE OF CONVEYANCE:</b>  | ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL |                       |                         |
| <b>CONVEYING PARTY DATA</b>   |  |                       |                         |
| <b>Name</b>   | <b>Formerly</b>                              | <b>Execution Date</b> | <b>Entity Type</b>      |
| KVP International, Inc.   |  | 08/21/2013            | CORPORATION: CALIFORNIA |
| <b>RECEIVING PARTY DATA</b>   |  |                       |                         |
| <b>Name:</b>  | KV Supply, LLC                               |                       |                         |
| <b>Street Address:</b>  | 46 Corporate Park, Suite 100                 |                       |                         |
| <b>City:</b>  | Irvine                                       |                       |                         |
| <b>State/Country:</b>   | CALIFORNIA                                   |                       |                         |
| <b>Postal Code:</b>   | 92606  |                       |                         |
| <b>Entity Type:</b>   | CORPORATION: DELAWARE                        |                       |                         |
| <b>PROPERTY NUMBERS Total: 1</b>  |  |                       |                         |
| <b>Property Type</b>  | <b>Number</b>                                | <b>Word Mark</b>      |                         |
| <b>Registration Number:</b>   | 3720229                                      | SENIOR PET PRODUCTS   |                         |
| <b>CORRESPONDENCE DATA</b>  |  |                       |                         |
| <b>Fax Number:</b>  | 9497609502                                   |                       |                         |
| <i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i> |  |                       |                         |
| <b>Phone:</b>   | 9497600404                                   |                       |                         |
| <b>Email:</b>   | efiling@knobbe.com                           |                       |                         |
| <b>Correspondent Name:</b>  | Tirzah Abe Lowe /Knobbe, Martens, et al.     |                       |                         |
| <b>Address Line 1:</b>  | 2040 Main Street, 14th Floor                 |                       |                         |
| <b>Address Line 4:</b>  | Irvine, CALIFORNIA 92614                     |                       |                         |
| <b>ATTORNEY DOCKET NUMBER:</b>  | KVS.007T                                     |                       |                         |
| <b>NAME OF SUBMITTER:</b>   | Tirzah Abe Lowe                              |                       |                         |
| <b>Signature:</b>   | / tirzah abe lowe /                          |                       |                         |
| <b>Date:</b>  | 09/17/2013                                   |                       |                         |

OP \$40.00 3720229

Total Attachments: 5

source=KVS007t#page1.tif

source=KVS007t#page2.tif

source=KVS007t#page3.tif

source=KVS007t#page4.tif

source=KVS007t#page5.tif

## ASSIGNMENT OF INTELLECTUAL PROPERTY RIGHTS

THIS ASSIGNMENT OF INTELLECTUAL PROPERTY RIGHTS ("Assignment") is made and entered into as of the 21 day of August, 2013, by KVP INTERNATIONAL, INC., a California Corporation ("Assignor"), to and for the benefit of KV SUPPLY, LLC, a Delaware Limited Liability Company ("Assignee").

### A. Assignment of Intangible Personal Property.

Pursuant to the terms of that certain Asset Purchase Agreement ("Purchase Agreement") dated August 21, 2013, by and between Assignor and Assignee, Assignor hereby assigns, conveys and transfers to Assignee to the fullest extent allowed by law, any and all of its right, title, interest, privileges, benefits and remedies in, to and under the following intangible personal property:

- (i) all software programs and software code which are listed on the attached Schedule "A", in source and object code form ("Software");
- (ii) all rights associated with works of authorship, including copyrights (registered or not), copyright applications, and copyright registrations which are related to the Software or otherwise used in the Business (as such term is defined in the Purchase Agreement) ("Copyrights");
- (iii) all trademarks, tradenames, trade dress, product names, and fictitious business names which Assignor utilized in the conduct of its Business on or before the Closing Date, whether or such names, marks, and/or titles are registered, trademarked, or copyrighted, or susceptible thereof, including without limitation those listed on the attached Schedule "A" ("Trademarks");
- (iv) all pet product designs, concepts, templates, patterns and molds developed by Assignor during Assignor's conduct of the Business (as such term is defined in the Purchase Agreement);
- (v) all content in the web sites known as www.seniorpetproducts.com www.wholelifepets.com including text, graphics, logos, code, programming, scripts, audio and all databases related to the web sites ("Websites"); and
- (vi) all rights to sue or make any claims for any past, present or future misappropriation or unauthorized use of any of the foregoing rights and the right to receive income, royalties, damages or payments in connection with any of the foregoing arising after the date of this Assignment ("Claims").

16

B. Miscellaneous Terms.

(1) Assignor shall, upon request of Assignee, execute each further instruments or documents as Assignee may reasonably require to further effect the purposes hereof.

(2) This Assignment shall be binding upon and inure to the benefit of the successors and assigns of Assignor and Assignee.

(3) This Assignment shall be governed by and construed and interpreted in accordance with the laws of the State of California, without giving effect to the choice of law provisions of such state.


IN WITNESS WHEREOF, Assignor has caused this Assignment to be executed as of the day and year first above written.

KVP International, Inc.  
a California Corporation

By:   
Ken Bowman, President

Accepted by:

KV Supply, LLC  
a Delaware Limited Liability Company

By: 

Assignment of Intellectual Property Rights

Schedule A

Those patents, trademarks, websites and domain names listed in the following Notice To Transfer, as well as to Exhibit A, Exhibit E and elsewhere within this Asset Purchase Agreement are made a part of this Schedule A.

## Exhibit A

### Domain Name Registrations And Intellectual Property

#### I. Domains to Transfer to KV Supply.

Seller represents that the domain names under "a" link to SeniorPetProducts.com and Domains under "b" link to WholeLifePets.com. Seller further represents that all domain names listed below are live and in good standing, registered with OnTheCloud.co. (Contact is Zach Backes, President of Orchard White Creative & On The Cloud; phone 720-306-5002; and e-mail is Zach@Orchardwhite.com)

- |                         |                          |
|-------------------------|--------------------------|
| a. theseniordogspot.com | b. wholelifepets.com     |
| ouroiddogs.com          | wholelifepets.net        |
| seniorcats.net          | wholelifepetsblog.com    |
| petexpertcorner.net     | wholelifepetproducts.com |
| petexpertcorner.com     | wholelifepetproducts.net |
| seniordogs.net          | wholelifedogs.com        |
| dog-diapers.com         | wholelifedogs.net        |
| dog-shoes.net           | wholelifecats.com        |
| dogshoes.net            | wholelifecats.net        |
| myseniordogs.com        | wholelifeshop.com        |
| myseniorpetplace.com    | wholelifeshop.net        |
| myseniorpetsplace.com   | WLPRewards.com           |
| seniorpetplace.com      | WLPRewards.net           |
| seniorcats.com          | WholeLifePetsBlog.net    |
| seniordoghouse.com      | WholeLifePetsBlog.co     |
| seniorpethealth.com     | WLPBlog.com              |
| seniorpethealth.net     | WLPBlog.net              |
| seniorpetmeds.com       | WholeLifePetBlog.com     |
| seniorpetmeds.net       | WholeLifePetBlog.net     |
| seniorpetpharmacy.com   | WLPAffiliates.com        |
| seniorpetproducts.us    | WLPAffiliates.net        |
| seniorpetproducts.net   |                          |
| seniorpetproducts.com   |                          |
| theseniorpetplace.com   |                          |
| theseniordogsstore.com  |                          |
| ouroiddog.com           |                          |

Exhibit A

(Continued)

II. Patents, Trademarks and other IP

Patents:

NONE

Trademarks:

- |                           |                        |
|---------------------------|------------------------|
| 1. Word Mark:             | SENIOR PET PRODUCTS    |
| Goods and Services:       | IC 035. US 100 101 102 |
| USPTO Serial Number:      | 77225075               |
| USPTO RegistrationNumber: | 3720229                |