

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
Sleepover Rover, Inc.		09/05/2013	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	A Place for Rover, Inc.		
Doing Business As:	Rover.com		
Street Address:	808 East Howell Street		
Internal Address:	Suite 100		
City:	Seattle		
State/Country:	WASHINGTON		
Postal Code:	98101		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Serial Number:	85834566	SLEEPOVER ROVER	
Registration Number:	3030560	SLEEPOVER ROVER	
CORRESPONDENCE DATA			
Fax Number:	2062603966		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	2066173040		
Email:	sean@focallaw.com		
Correspondent Name:	Sean M. McChesney		
Address Line 1:	800 Fifth Avenue		
Address Line 2:	Suite 4100		
Address Line 4:	Seattle, WASHINGTON 98104		
NAME OF SUBMITTER:	Sean M. McChesney		

OP \$65.00 85834566

Signature:	/smm/
Date:	10/17/2013
Total Attachments: 4 source=SOR-ROVER Trademark Assignment and License-Back Agmt#page1.tif source=SOR-ROVER Trademark Assignment and License-Back Agmt#page2.tif source=SOR-ROVER Trademark Assignment and License-Back Agmt#page3.tif source=SOR-ROVER Trademark Assignment and License-Back Agmt#page4.tif	

TRADEMARK ASSIGNMENT AND LICENSE-BACK AGREEMENT

THIS TRADEMARK ASSIGNMENT AND LICENSE BACK AGREEMENT ("Agreement") is effective September 5, 2013 (the "Effective Date") by and between Sleepover Rover, Inc., a Delaware corporation ("Assignor"), on the one hand, and A Place for Rover, Inc., a Delaware corporation ("Assignee"), on the other hand.

WHEREAS, Assignor is a wholly owned subsidiary of Assignee; and

WHEREAS, Assignor owns all right, title and interest in and to (i) the trademark SLEEPOVER ROVER, (ii) United States trademark registration number 3030560 for the trademark SLEEPOVER ROVER, (iii) United States trademark application serial number 85834566 for the trademark SLEEPOVER ROVER, and (iv) all common law rights in the foregoing (collectively, the "Trademarks"); and

WHEREAS, the parties desire to have Assignor assign all its right, title, and interest in and to the Trademarks to Assignee, subject to a license back to Assignor to continue using the Trademarks, in accordance with the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the foregoing premises, the mutual promises, covenants and conditions herein contained, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows.

1. ASSIGNMENT

(a) Assignment. Effective as of the Effective Date, Assignor hereby assigns, transfers and delivers to Assignee all right, title and interest in and to the Trademarks, together with the goodwill of the business in connection with which the Trademarks are used, for the United States and for all foreign countries and multinational registration bodies, including, without limitation, any registrations and applications therefor, any renewals and extensions of the registrations and all corresponding rights that are or may be secured under the laws of the United States or any foreign country, now or hereafter arising or in effect, for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors, assigns and other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment had not been made, together with all rights to collect royalties, products and proceeds in connection therewith, all rights to sue and bring claims for past, present and future infringement or other violation thereof, and all rights to recover damages (including attorneys' fees) and lost profits in connection therewith, and all rights corresponding to the foregoing that may exist in any jurisdiction throughout the world.

(b) Authorization to USPTO. Assignor hereby authorizes and requests the United States Patent and Trademark Office to issue all certificates of registration in respect of any and all of the Trademarks, to Assignee for its sole use, and for the use of its legal representatives and assigns, to the full end of the term for which such registration may be granted, as fully and entirely as the same would have been held by Assignor had this assignment not been made.

2. LICENSE BACK

(a) License Back. Assignee hereby grants to Assignor a perpetual, royalty-free, non-exclusive, worldwide license to use the Trademarks in association with the business of the Assignor commonly known as "Sleepover Rover."

(b) Quality Control. In order to preserve the reputation and integrity of the licensed Trademarks, Assignor agrees that its use of the Trademarks in connection with the Sleepover Rover business will meet the same standards of quality that were met by Assignor prior to the Assignment, which Assignee acknowledges is an acceptable level of quality. Assignor agrees that its use of the Trademarks pursuant to the License shall inure to the benefit of Assignee and that the Assignor shall not, at any time, acquire or represent that it has any rights in the Trademarks by virtue of any use it may make of the Trademarks, other than as contemplated by this Agreement.

3. TERM; TERMINATION

(a) Term. The term of this Agreement (the "Term") shall commence on the Effective Date and shall continue until terminated in accordance with the termination provisions of this Agreement.

(b) Termination. Either party may terminate this Agreement immediately for any reason or no reason.

4. GENERAL

(a) Assignability of Rights. Assignor may not assign, license, sub-license or otherwise convey any of its rights or obligations arising under this Agreement without the prior written approval of Assignee. Assignee may assign or otherwise convey any of its rights or obligations arising under this Agreement at any time without the consent of Assignor. All terms and provisions of this Agreement shall be binding upon, shall inure to the benefit of, and shall be enforceable by the successors and assigns of the parties.

(b) Governing Law. The validity, construction and performance of this Agreement shall be governed by and construed in accordance with the laws of the State of Washington, without regard to any conflict of laws principles.

(c) Waiver. No waiver by either party of a breach or a default hereunder shall be deemed a waiver by such party of a subsequent breach or default of a like or similar nature and either party may, within the time provided by applicable law, commence appropriate legal proceedings to enforce any such rights.

(d) Integration and Severability. This Agreement supersedes any and all prior agreements, and it embodies the entire Agreement of the parties hereto relating to the subject matter hereof. Any changes or modifications to this Agreement shall be in writing, executed by all of the parties hereto, and any attempt at oral modification of this Agreement, or through writing

signed by fewer than all of the parties, shall be void. If any of the provisions of this Agreement are void or unenforceable, the remaining provisions shall nevertheless be effective, the intent being to effectuate this Agreement to the fullest extent possible.

(e) Execution. This Agreement may be executed in multiple, identical counterparts, each of which shall be deemed an original.

This Agreement has been executed by the parties hereto as of the date first above written.

SLEEPOVER ROVER, INC.

A PLACE FOR ROVER, INC.

By: _____
Aaron Easterly

By: _____
Aaron Easterly

Title: CEO

Title: CEO

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SLEEPOVER ROVER, INC.

A PLACE FOR ROVER, INC.

By: Aaron Easterly
Aaron Easterly

By: Aaron Easterly
Aaron Easterly

Title: CEO

Title: CEO