TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2

ETAS ID: TM316055

SUBMISSION TYPE: NEW ASSIGNMENT

NATURE OF CONVEYANCE: ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Pedigree Perfection International, Inc.		07/10/2014	CORPORATION: FLORIDA

RECEIVING PARTY DATA

Name:	Ultra Paws, LLC
Street Address:	8301 Industrial Park Road
City:	Baxter
State/Country:	MINNESOTA
Postal Code:	56425
Entity Type:	LIMITED LIABILITY COMPANY: MINNESOTA

PROPERTY NUMBERS Total: 6

Property Type	Number	Word Mark
Registration Number:	3024125	MY BLANKIE!
Registration Number:	1949152	PAW TECTORS
Registration Number:	2978030	PEEPEES-N-MORE
Registration Number:	3221156	PET THREADS
Registration Number:	3221157	PP
Registration Number:	1857262	WEATHER MASTER

CORRESPONDENCE DATA

Fax Number:

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.

burfeind@kwgc-law.com Email:

Jenna T. Burfeind **Correspondent Name:**

Address Line 1: 6160 Summit Drive, Suite 560 Address Line 4: Minneapolis, MINNESOTA 55430

NAME OF SUBMITTER: Jenna T. Burfeind	
SIGNATURE:	/Jenna T. Burfeind/
DATE SIGNED:	09/04/2014

Total Attachments: 3

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TRADEMARK ASSIGNMENT

WHEREAS, Pedigree Perfection International, Inc., a Florida corporation, has an office and principal place of business at 7431 N.W. 1st Street, Suite 305, Margate, FL 33063 (herein "Assignor"), owns and is using the following trademarks (the "Marks"):

REF.#	MARK	FILED	APPL#	REGDT	REG#	CLASSES
8868.4717	MY BLANKIE!	8/1/2003	76/536,973	12/6/2005	3,024,125	18
18 – polar f	eece, fringed dog blankets					
8868.4719	PAW TECTORS	3/9/1995	74/643.755	1/16/1996	1,949,152	18
	thing and accessories, namechains, bracelets, I.D. tags			, socks, caps, ha	ts, visors, boots	, booties,
8868.4716	PEEPEES-N-MORE	3/25/2004	76/584,624	7/26/2005	2,978,030	16
16 – disposa	ble diapers for incontinent	and/or dogs in l	neat		•	
8868.4715	PET THREADS design	4/7/2006	76/658,127	3/27/2007	3,221,156	18
tartan rainwea	thing and accessories, nam ir, tartan coats, snowsuits, o pooties, leggings caps, hats	capes, suits, rain	wear, slickers,	sweatshirts, jum	psuits, sweatsu	its, t-shirts,
8868.4714	PP design	4/7/2006	76/658,137	3/27/2007	3,221,157	18
tartan rainwea	hing and accessories, name ir, tartan coats, snowsuits, o pooties, leggings caps, hats	capes, suits, rain	wear, slickers,	sweatshirts, jum	psuits, sweatsu	its, t-shirts,
8868.4721	WEATHER MASTER	11/6/1990	74/112,816	10/4/1994	1,857,262	18
18 – neckch	ains, bracelets, I.D. tags, p	endants, collars,	leashes			

and

WHEREAS, Ultra Paws, LLC, a Minnesota limited liability company, has an office and principal place of business at 8301 Industrial Park Road, Baxter, MN 56425 (herein "Assignee") and desires to acquire the Assignor's entire right, title and interest in and to the Marks and the above-identified registrations;

And

WHEREAS, Pedigree Perfection International, Inc. has, over the years, assigned some of the above Marks and/or obtained the Marks in a slightly different name or title.

NOW, THEREFORE, for good and valuable consideration, as set forth more particularly in the Asset Purchase Agreement between the parties, the parties agree as follows:

1) Assignor hereby transfers and assigns to the Assignee, perpetually and irrevocably, all of the Assignor's entire right, title and interest in and to the Marks, together with the good will of the business associated with the Marks and the above-identified registrations to be effective as of July 10, 2014;

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2)	The foregoing assignment is subject to the security interest retained by assignor i	n
the Marks:	ecuring a promissory note of \$85,000 owing by Assigneee to Assignor.	

- 3) Assignor and Assignee shall execute such additional documents and take all actions necessary to effectuate such transfers and assignments; and
- 4) Assignor shall promptly deliver to Assignee or provide Assignee with copies of all documents related to the Marks.
- 5) Assignor hereby confirms that Rhonda Solomon, Rhonda Meloro and Rhonda Meloro Solomon are all one and the same person and also the President of Assignor.
- 6) Assignor hereby confirms that the Marks granted or assigned to Pedigree Perfection Enterprises, Inc. and Pedigree Perfection of Lauderdale, Florida are all one and the same entity, owned by Assignor and no other entity or person holds any rights to the above Marks.

ASSIGNOR:

> TRADEMARK REEL: 005356 FRAME: 0914

COUNTY OF () Level) On this // day of) () , 201 Meloro, aka Rhonda Solomon.	4, personally appeared before me Rhonda Notary Public – State of Florida			
ASSIGNEE: Ultra Paws, LLC	STEVEN GARELLEK MY COMMISSION # FF 029869 EXPIRES: August 84, 2017 Bonded Thu Notary Public Underwriters			
Onta I ave, tale				
By: <u>Lisa Mongo Parton</u> Lisa Paxton Lisa M Ligo Paxton President	Date: <u>July 10, 2014</u>			
STATE OF MINNESOTA)				
COUNTY OF GOW Wing) ss.	40			
On this 10 day of 2014, personally appeared before me Lisa M. Paxton, whose identity is personally known to me and who by me duly sworn, did say that she is the President of Ultra Paws, LLC and that said document was signed by her on behalf of said				
Corporation.	MAN			
MICHAEL JON HAGEN NOTARY PUBLIC - MINNESOTA MY COMMISSION EXPIRES 01/31/16	Notary Public - State of Minnesota			

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RECORDED: 09/04/2014