

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM323758

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF 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>
Sherpa Pet Group, Limited Liability Company		02/10/2011	LIMITED LIABILITY COMPANY: NEW JERSEY
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	QPG Sherpa, LLC		
<b>Street Address:</b>	14 Troy Hills Road, Suite 1		
<b>City:</b>	Whippany		
<b>State/Country:</b>	NEW JERSEY		
<b>Postal Code:</b>	07981		
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: DELAWARE		
<b>PROPERTY NUMBERS Total: 19</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3509601	CHEW GUARD TECHNOLOGY	
<b>Registration Number:</b>	3836542	GODOG	
<b>Registration Number:</b>	3836543	GODOG TOUGH FOR FUN	
<b>Registration Number:</b>	3780421	FIRST TO FLY	
<b>Registration Number:</b>	3783695	FIRST TO FLY	
<b>Registration Number:</b>	3774345	GUARANTEED ON BOARD	
<b>Registration Number:</b>	3743501	GUARANTEED ON BOARD	
<b>Registration Number:</b>	3802160	GUARANTEED ON-BOARD	
<b>Registration Number:</b>	3774359	GUARANTEED ON-BOARD	
<b>Registration Number:</b>	3774355	GUARANTEED ON-BOARD	
<b>Registration Number:</b>	3774356	GUARANTEED ON-BOARD	
<b>Registration Number:</b>	3774357	GUARANTEED ON-BOARD	
<b>Registration Number:</b>	3774358	GUARANTEED ON-BOARD	
<b>Registration Number:</b>	3774353	GUARANTEED ON-BOARD	
<b>Registration Number:</b>	3774354	GUARANTEED ON-BOARD	
<b>Registration Number:</b>	3864203	FOX & HOUNDS	
<b>Serial Number:</b>	85011704	CAT'S CLUB	
<b>Serial Number:</b>	85170017	CHEW TUFF	
<b>Serial Number:</b>	85170087	CHEW TUFF TECHNOLOGY	
<b>TRADEMARK</b>			

OP \$490.00 3509601

**CORRESPONDENCE DATA****Fax Number:** 2125156957*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.***Phone:** 212 326 0491**Email:** jalbrink@gmail.com**Correspondent Name:** Jonathan Albrink**Address Line 1:** c/o Pryor Cashman LLP, 7 Times Square**Address Line 4:** New York, NEW YORK 10036

<b>NAME OF SUBMITTER:</b>	Teresa Lee
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<b>SIGNATURE:</b>	/tlee/
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<b>DATE SIGNED:</b>	11/19/2014
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**Total Attachments: 8**

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## TRADEMARK ASSIGNMENT

**THIS TRADEMARK ASSIGNMENT**, dated as of February 10, 2011, is made by and between Sherpa Pet Group, Limited Liability Company, a New Jersey limited liability company ("Assignor") and QPG Sherpa, LLC, a Delaware limited liability company ("Assignee").

**WHEREAS**, subject to the terms and conditions of this Trademark Assignment, Assignor wishes to assign to Assignee, and Assignee wishes to receive, all right, title, and interest in and to the trademark registrations and/or applications set forth on Schedule A and all common law and other rights, worldwide, in and to the trademarks that are the subject of such registrations and/or applications (such rights, collectively, the "Trademarks").

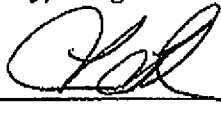
**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee agree as follows:

1. Assignor hereby sells, grants, assigns, transfers, and delivers to Assignee all of its rights, title and interests in and to the Trademarks, including without limitation the goodwill of the business appurtenant thereto and which is symbolized thereby, the right to renew any registration therefor, and any and all of Assignor's other rights, privileges and priorities provided under state and federal law of the United States, and under the laws of any and all foreign jurisdictions with respect to the Trademarks, including without limitation, Assignor's common law rights and rights under the laws of unfair competition, to be held and enjoyed by Assignee for its own use and benefit and for the use and benefit of its successors, assigns and legal representatives, to be used as fully and entirely as said rights would have been held and enjoyed by Assignor had this assignment and sale not been made, together with all claims for damage by reason of past, present or future infringement of said Trademark with the right to sue and collect the same for its own use or for the use of its successors, assigns or other legal representatives.
2. This Trademark Assignment shall be construed, performed and enforced in accordance with, and governed by, the laws of the State of New York without giving effect to the principles of conflicts of laws thereof.
3. This Trademark Assignment may be executed simultaneously in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.
4. Assignor hereby requests the Commissioner of Patents and Trademarks, and the corresponding entities or agencies in any applicable foreign countries, to record Assignee as the assignee and owner of the Trademarks.
5. Assignor hereby represents and warrants that Assignor has the full right to convey the interest assigned by this Assignment, and has not conveyed any interest in or right to the Trademarks to any third party.

6. This Trademark Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have duly executed this Trademark Assignment as of the first date written above.

**Sherpa Pet Group, Limited Liability  
Company, Assignor**

By:  \_\_\_\_\_

Name: Tim Ford  
Title: Chief Executive Officer

**QPG Sherpa, LLC, Assignee**

By: Quaker Pet Group, LLC, its Member

By: Quakers Manager, LLC, its Managing  
Member

By: \_\_\_\_\_

Name: David C. Blatte  
Title: Managing Member

ACKNOWLEDGMENT AND NOTARY

STATE OF New Jersey  
COUNTY OF Morris

On this 10th day of February, 2011, before me, Public in and for the State and County foresaid, personally appeared Tim Ford, known by me to be the person above named and an officer of Sherpa Pet Group, Limited Liability Company, who is duly authorized to execute this Trademark Assignment on behalf of Sherpa Pet Group, Limited Liability Company, and who signed and executed the foregoing instrument on behalf of Sherpa Pet Group, Limited Liability Company.

[SEAL]

Notary Public: Georgine P. Linz

My Commission Expires: \_\_\_\_\_

GEORGINE P. LINZ  
NOTARY PUBLIC OF NEW JERSEY  
MY COMMISSION EXPIRES MAR. 21, 2012

IN WITNESS WHEREOF, the parties hereto have duly executed this Trademark Assignment as of the first date written above.

**Sherpa Pet Group, Limited Liability Company, Assignor**

By: \_\_\_\_\_

Name: Tim Ford

Title: Chief Executive Officer

**QPG Sherpa, LLC, Assignee**

By: Quaker Pet Group, LLC, its Member

By: Quakers Manager, LLC, its Managing Member

By:  \_\_\_\_\_

Name: David C. Blatte

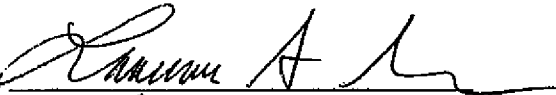
Title: Managing Member

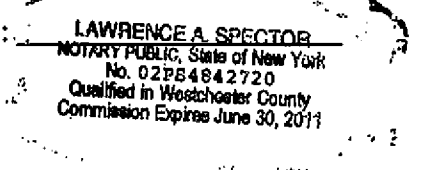
ACKNOWLEDGMENT AND NOTARY

STATE OF NEW YORK    )  
                                  )  
COUNTY OF NEW YORK )

On this 10th day of February, 2011, before me, Public in and for the State and County foresaid, personally appeared David C. Blatte, known by me to be the person above named and the managing member of Quakers Manager, LLC, the managing member of Quaker Pet Group, LLC, who is duly authorized to execute this Trademark Assignment on behalf of QPG Sherpa, LLC, and who signed and executed the foregoing instrument on behalf of QPG Sherpa, LLC.

[SEAL]

Notary Public: 

My Commission Expires: 



# SCHEDULE A

## SHERPA PET GROUP – USPTO TRADEMARKS – STATUS AS OF 02/03/2011

Trademark/ Service Mark	USPTO Registration # [Application Serial #]	USPTO Registration Date [or other status]	Class(es) of goods/ services	Status of registration or application ("Live" or "Dead")
CHEW GUARD TECHNOLOGY	3509601 [77213545]	09/30/2008	24	Live
GoDog (word mark)	3836542 [77574201]	08/24/2010	28	Live
GoDog Tough for Fun (logo mark)	3836543 [77574258]	08/24/2010	28	Live
FIRST TO FLY (word mark)	3780421 [77775431]	05/04/2010	18	Live
FIRST TO FLY (word mark)	3783695 [77775436]	05/04/2010	39	Live
GUARANTEED ON BOARD (word mark)	3774345 [77775386]	04/13/2010	18	Live
GUARANTEED ON BOARD (word mark)	3743501 [77775416]	01/26/2010	36 & 39	Live
GUARANTEED ON-BOARD [logo/wings/color]	3802160 [77781173]	06/15/2010	18	Live
GUARANTEED ON-BOARD [logo/wings/color]	3774359 [77781177]	04/13/2010	36 & 39	Live
GUARANTEED ON-BOARD [logo/no wings/color]	3774355 [77781087]	04/13/2010	18	Live
GUARANTEED ON-BOARD [logo/no wings/color]	3774356 [77781119]	04/13/2010	36 & 39	Live
GUARANTEED ON-BOARD [logo/wings/B&W]	3774357 [77781141]	04/13/2010	18	Live
GUARANTEED ON-BOARD [logo/wings/B&W]	3774358 [77781167]	04/13/2010	36 & 39	Live
GUARANTEED ON-BOARD [logo/no wings/B&W]	3774353 [77781068]	04/13/2010	18	Live
GUARANTEED ON-BOARD [logo/no wings/B&W]	3774354 [77781082]	04/13/2010	36 & 39	Live
SPG (word mark)	[77926151] 1B	NOA ISSUED 09/28/10 – letter sent to client 10/05/10	18	Live
SPG (word mark)	[77926165] 1B	NOA ISSUED 09/28/10 – letter sent to client 10/05/10	20	Live
SPG (word mark)	[77926181] 1B	NOA ISSUED 09/28/10 – letter sent to client 10/05/10	21 & 28	Live
SPG (word mark)	[77926196] 1B	NOA ISSUED 08/10/10 – letter sent to client 08/20/10	31	Live
FOX & HOUNDS (word mark)	3684203 [77964262]	10/19/2010	18	Live
<i>Continued on following page-</i>				

FOX & HOUNDS (word mark)	[77961446] 1B	NOA ISSUED 09/28/10 – letter sent to client 10/05/10	20	Live
FOX & HOUNDS (word mark)	[77961460] 1B	NOA ISSUED 09/28//10 – letter sent to client 10/05/10	21 & 28	Live
FOX & HOUNDS (word mark)	[77961468] 1B	NOA ISSUED 09/28/10 – letter sent to client 10/05/10	31	Live
CAT CLUB (word mark)	[85011612] 1B	NOA ISSUED 11/16/10 – letter sent to client 11/22/10	18	Live
CAT CLUB (word mark)	[85011639] 1B	NOA ISSUED 11/30/10 – letter sent to client 12/03/10	20	Live
CAT CLUB (word mark)	[85011704] 1B	NOA ISSUED 11/30/10 – letter sent to client 12/03/10	21 & 28	Live
CAT CLUB (word mark)	[85011771] 1B	USPTO INITIAL REFUSAL 7/21/10	31	ABANDON PER CLIENT SEE T.F. E- MAIL 8/09/10
CHEW TUFF (word mark)	[85170044] 1B	NEW APP. / NOT YET ASSIGNED	24	Live
CHEW TUFF (word mark)	[85170017] 1B	NEW APP. / NOT YET ASSIGNED	28	Live
CHEW TUFF TECHNOLOGY (word mark)	[85170097] 1B	NEW APP. / NOT YET ASSIGNED	24	Live
CHEW TUFF TECHNOLOGY (word mark)	[85170087] 1B	NEW APP. / NOT YET ASSIGNED	28	Live

Note: SPG applications filed 2/02/10

Note: FOX & HOUNDS filed 3/17/10 [except class 18 filed 3/21/10]

Note: CAT CLUB filed 4/12/10

Note: CHEW TUFF filed 11/05/2010

Note: CHEW TUFF TECHNOLOGY filed 11/05/2010