

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM382189

<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>
PetFlow, Inc.		09/30/2015	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	OmniPet, Inc.		
<b>Street Address:</b>	989 Sixth Avenue, 12th Floor		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10018		
<b>Entity Type:</b>	Corporation: DELAWARE		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3914345	PETFLOW.COM	
<b>Registration Number:</b>	4096246	PETFLOW	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2122169559		
<i>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.</i>			
<b>Phone:</b>	212-246-0900		
<b>Email:</b>	jwueller@kleinmoynihan.com		
<b>Correspondent Name:</b>	Joshua R. Wueller		
<b>Address Line 1:</b>	450 Seventh Avenue, 40th Floor		
<b>Address Line 2:</b>	Klein Moynihan Turco LLP		
<b>Address Line 4:</b>	New York, NEW YORK 10123		
<b>NAME OF SUBMITTER:</b>	Joshua R. Wueller		
<b>SIGNATURE:</b>	/Joshua R. Wueller/		
<b>DATE SIGNED:</b>	04/28/2016		
<b>Total Attachments: 4</b>			
source=20160428082428#page1.tif			
source=20160428082428#page2.tif			
source=20160428082428#page3.tif			
source=20160428082428#page4.tif			

OP \$65.00 3914345

**FORM OF INTELLECTUAL PROPERTY ASSIGNMENT**

THIS FORM OF INTELLECTUAL PROPERTY ASSIGNMENT ("Intellectual Property Assignment") is made and delivered as of September 30, 2015, by PetFlow, Inc., a Delaware corporation (the "ASSIGNOR"), to OmniPet, Inc., a Delaware corporation ("ASSIGNEE"), in accordance with the terms of the Asset Purchase Agreement, dated September 30, 2015 (the "Agreement"), by and among ASSIGNOR, ASSIGNEE and the other parties identified therein. All capitalized terms used and not otherwise defined herein shall have the meanings ascribed to such terms in the Agreement.

**WHEREAS**, pursuant to the Agreement, among other things, ASSIGNOR agreed to assign to ASSIGNEE all of its rights, title and interest in and to its Business-related, (i) Company-Owned Intellectual Property Rights, (ii) Operating Intellectual Property licensed to the Company pursuant to the Inbound IP Licenses and (iii) the Source Code for all Software.

**NOW, THEREFORE**, be it known that for and in consideration of good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Assignment. ASSIGNOR hereby sells, assigns, transfers, conveys and delivers, all of its right title and interest in and to the Business-related, (i) Company-Owned Intellectual Property Rights, (ii) Operating Intellectual Property licensed to the Company pursuant to the Inbound IP Licenses and (iii) the Source Code for all Software, including for each of (i)-(iii), but not limited to, those assets referred to in Schedule 3.9(a) and Schedule 3.9(b) of the Disclosure Schedule, together with all rights of action, in law and in equity, for past or future infringements thereof, and any applications and renewals thereof, unto ASSIGNEE; said Intellectual Property Rights to be held and enjoyed by ASSIGNEE, its successors and assigns, the same as would have been held and enjoyed by ASSIGNOR had this Assignment not been made.
2. Cooperation; Further Assistance. ASSIGNOR shall assist ASSIGNEE, at ASSIGNEE'S sole cost and expense, to the extent reasonably necessary to transfer title in and to the Business-related, Company-Owned Intellectual Property Rights or to enforce its rights in or to same. ASSIGNOR agrees to execute, deliver, file and record, or cause to be executed, delivered, filed and recorded, at ASSIGNEE'S sole cost and expense, such further agreements, instruments and other documents, and take, or cause to be taken, such further actions, as ASSIGNEE may reasonably request as being necessary or advisable to effect or evidence the transactions contemplated by this Intellectual Property Assignment.
3. The Agreement. This Intellectual Property Assignment is being delivered pursuant to, and is subject to all the terms of, the Agreement, the terms and conditions of which are hereby incorporated into this Intellectual Property Assignment by this reference. Nothing herein contained shall itself change, amend, extend or alter (nor shall it be deemed or construed as changing, amending, extending or altering) the terms of the Agreement in any manner whatsoever. In the event of any conflict or other difference between the Agreement and this Intellectual Property Assignment, the provisions of the Agreement shall control.


4. Governing Law; Venue. This Intellectual Property Assignment shall be deemed to have been made in the State of New York and shall be governed by and construed in accordance with the domestic laws of the State of New York without giving effect to any choice or conflict of law provision or rule (whether of the State of New York or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than those of the State of New York. The state courts of the State of New York and the United States District Court for the Southern District of New York shall have the exclusive jurisdiction over any and all claims, lawsuits and litigation relating to or arising out of this Intellectual Property Assignment, the subject matter hereof or the transactions contemplated hereby. Each of the parties hereto hereby irrevocably: (a) submits to the personal jurisdiction of such courts over such party in connection with any litigation, proceeding or other legal action arising out of or in connection with this Intellectual Property Assignment; (b) waives to the fullest extent permitted by law any objection to the venue of any such litigation, proceeding or action which is brought in any such court; and (c) agrees to the mailing of service of process to the address specified above for such party as an alternative method of service of process in any legal proceeding brought in any such court.
5. Amendment. This Intellectual Property Assignment may be amended, modified, superseded, rescinded, or canceled only by a written instrument executed by the parties hereto.
6. Waivers. The failure of any party to this Intellectual Property Assignment at any time or times to require performance of any provision under this Intellectual Property Assignment shall in no manner affect the right at a later time to enforce the same performance. A waiver by any party to this Intellectual Property Assignment of any such condition or breach of any term, covenant, representation, or warranty contained in this Intellectual Property Assignment, in any one or more instances, shall neither be construed as a further or continuing waiver of any such condition or breach nor a waiver of any other condition or breach of any other term, covenant, representation, or warranty contained in this Intellectual Property Assignment.
7. Headings. Section headings of this Intellectual Property Assignment have been inserted for convenience of reference only and shall in no way restrict or otherwise modify any of the terms or provisions of this Intellectual Property Assignment.
8. Counterparts. This Intellectual Property Assignment may be executed in one or more counterparts, each of which when executed shall be deemed to be an original, and such counterparts shall together constitute one and the same instrument.

**[SIGNATURE PAGE FOLLOWS]**

IN WITNESS WHEREOF, ASSIGNOR and ASSIGNEE have caused this Intellectual Property Assignment to be executed by their duly authorized representatives as of this 30th day of September, 2015.

**ASSIGNOR:**

**FETFLOW, INC.**

By:   
Name: Eric Spier  
Title: Founder

**ASSIGNEE:**

**OMNIPET, INC.**

By:   
Name: J. Michael Lockman  
Title: CEO

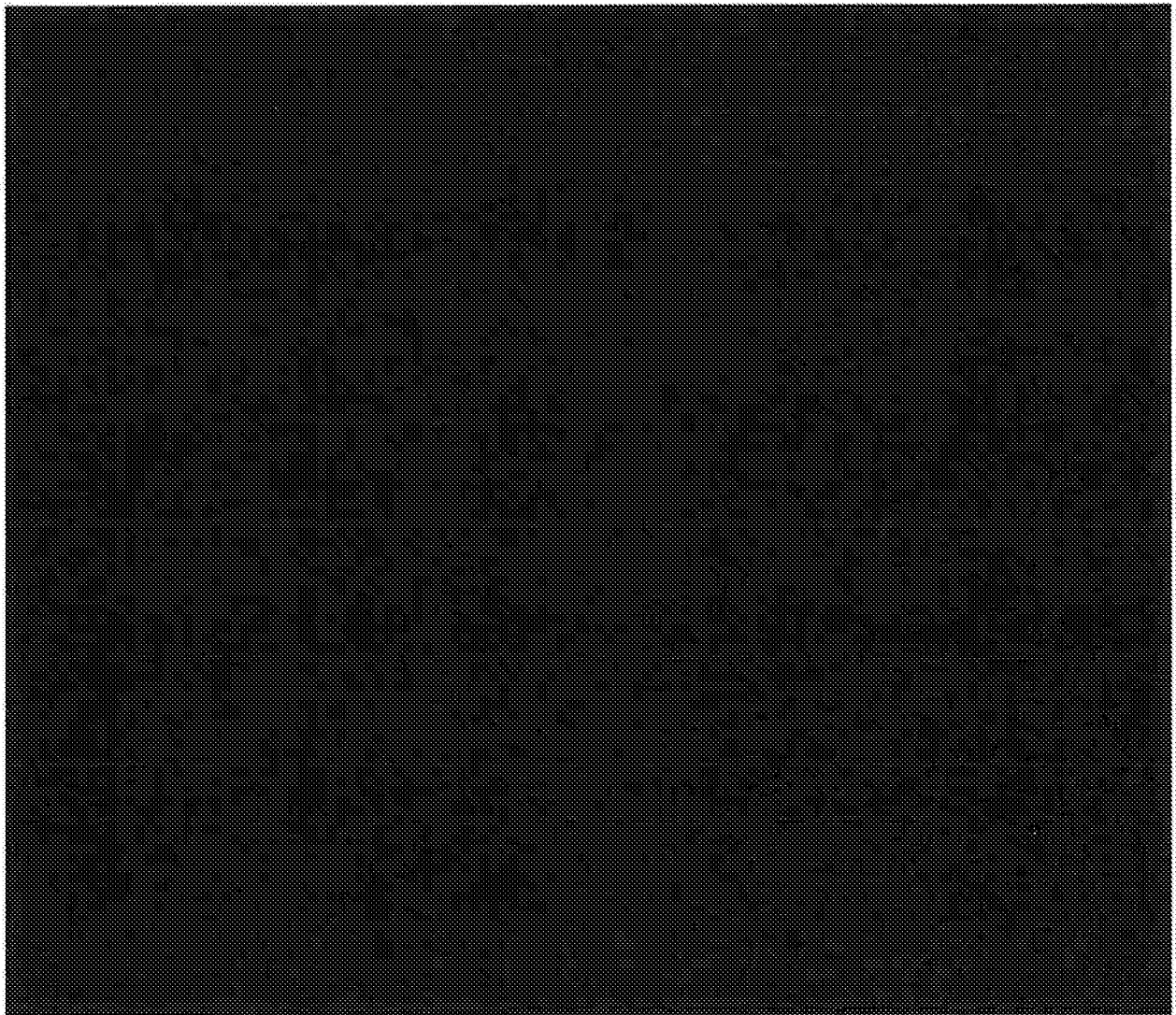
*[Signature Page to Intellectual Property Assignment]*

**SCHEDULE 3.9(a)**  
**INTELLECTUAL PROPERTY**

All Registered Intellectual Property Rights owned by, filed in the name of, or granted to the Company in connection with or used in connection with the Business:

**Registered Trademarks:**

Title	Owner	Application No.	Registration No.	Jurisdiction	Filing Date	Issuance Date
PETFLOW.COM	PetFlow, Inc.	85070069	3914345	US	06/23/2010	02/01/2011
PETFLOW	PetFlow, Inc.	85358617	4096246	US	06/28/2011	02/07/2012



{00121842;1}