

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM391687

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Allegheny Veterinary Emergency Trauma and Specialty, Inc.	FORMERLY Allegheny Veterinary Emergency Associates, P.C. and Allegheny Veterinary Emergency Trauma and Specialty LLC	07/15/2016	Corporation: PENNSYLVANIA
RECEIVING PARTY DATA			
Name:	Great Vet LLC		
Street Address:	106 Apple Street		
Internal Address:	Suite 102		
City:	Tinton Falls		
State/Country:	NEW JERSEY		
Postal Code:	07724		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	3307115	AVETS	
Registration Number:	3707699	AVETS	
Serial Number:	86794956	AVETS	
CORRESPONDENCE DATA			
Fax Number:	2124808421		
<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>			
Phone:	2125741200		
Email:	trademarks@sewkis.com		
Correspondent Name:	Beth H. Alter/Seward & Kissel LLP		
Address Line 1:	One Battery Park Plaza		
Address Line 4:	New York, NEW YORK 10004		
NAME OF SUBMITTER:	Beth H. Alter		
SIGNATURE:	/Beth H. Alter/		
DATE SIGNED:	07/18/2016		

CH \$90.00 3307115

Total Attachments: 5

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TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT (“*Assignment*”) is entered into as of July 15, 2016, by Allegheny Veterinary Emergency Trauma and Specialty, Inc., formerly known as and/or successor to Allegheny Veterinary Emergency Associates, P.C. and Allegheny Veterinary Emergency Trauma and Specialty LLC (the “*Assignor*”) in favor of Great Vet LLC (“*Assignee*”).

WHEREAS, Assignor owns all right, title and interest in and to trademark applications and registrations identified and set forth on Schedule A attached hereto, and all goodwill associated therewith (collectively, the “*Marks*”);

WHEREAS, Assignor, Assignee and the other parties thereto are parties to the Asset Purchase Agreement dated June 22, 2016 (the “*Purchase Agreement*”) pursuant to which Assignor has sold, and Assignee has purchased, certain assets of Assignor, including, without limitation, the Marks;

WHEREAS, Assignee is the successor to that portion of the assets of the business of the Assignor to which the Marks pertain and such business is ongoing; and

WHEREAS, pursuant to the Purchase Agreement, Assignor wishes to assign to Assignee, and Assignee wishes to acquire from Assignor, all worldwide right, title and interest in and to the Marks and all goodwill associated with the Marks.

NOW, THEREFORE, for good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby acknowledged, Assignor hereby agrees:

1. Assignor hereby irrevocably sells, contributes, transfers, grants, bargains, assigns and conveys to Assignee, free and clear of any and all liens and encumbrances, Assignor’s entire right, title and interest in, to and under the Marks, together with the goodwill of the business associated therewith, for the United States and for all foreign countries and multi-national 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 with any of the foregoing and all rights to sue for past, present or future infringement, misappropriation, unfair competition, dilution or other violation of the foregoing, and all rights to recover damages or lost profits in connection therewith, and all rights corresponding thereto throughout the world.
2. Assignor hereby requests the Commissioner of Patents and Trademarks in the United States Patent and Trademark Office, and the corresponding entities or agencies in any applicable foreign countries or multinational authorities, to record Assignee as the assignee and owner of the Marks and to deliver to Assignee, and to Assignee’s attorneys,

agents, successors or assigns, all official documents and communications as may be warranted by this Assignment.

3. Assignor shall provide Assignee, its successors and assigns, and their legal representatives such information, documents and assistance as Assignee or any such other person or entity may reasonably request (including, without limitation, execution and delivery of any affidavits, declarations, oaths or other documents as may reasonably be required) in connection with: (1) the preparation of any application for registration or any application for renewal of any Mark; (2) the prosecution or defense of any infringement or other proceedings that may arise in connection with any of the Marks including, but not limited to, testifying as to any facts relating to the Marks assigned herein and this Assignment; (3) obtaining any additional protection for the Marks that Assignee reasonably may deem appropriate that may be secured under the laws now or hereafter in effect in the United States, foreign countries and multinational authorities; and (4) effectuating and implementing this Assignment.
4. Assignor hereby represents, warrants and covenants that it has all rights necessary to enter into this Assignment, and has not executed and will not execute any agreement in conflict with this Assignment.
5. This Assignment shall be governed by and construed in accordance with the laws of the State of New York.
6. This Assignment may be signed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.
7. This Assignment is entered into pursuant to the Purchase Agreement, to which reference is made for a further statement of the rights and obligations of Assignor and Assignee with respect to the Marks. Nothing in this Assignment is intended to limit, expand or supercede the parties' representations, warranties or agreements in the Purchase Agreement. The Purchase Agreement shall control in the event of any conflict with the terms of this Assignment.

* * * * *

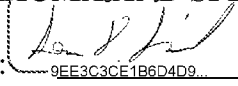
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[SIGNATURE PAGE FOLLOWS]

EXECUTION COPY

IN WITNESS WHEREOF, the undersigned have caused this Assignment to be executed in Assignor's name by Assignor's duly authorized officer as of the date first above written.

**ALLEGHENY VETERINARY EMERGENCY
TRAUMA AND SPECIALTY, INC.**

By: 
9EE3C3CE1B6D4D9...

Name: Sean Smarick
Title: Sole Director, President

Acknowledgement:

GREAT VET LLC

By: _____
Name: _____
Title: _____

EXECUTION COPY

IN WITNESS WHEREOF, the undersigned have caused this Assignment to be executed in Assignors' name by Assignors' duly authorized officer as of the date first above written.

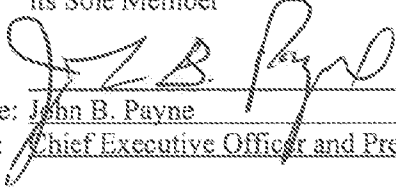
ALLEGHENY VETERINARY EMERGENCY
TRAUMA AND SPECIALTY, INC.

By: _____
Name: _____
Title: _____

Acknowledgement:

GREATVET LLC



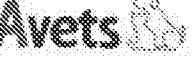
By: Veterinary Specialists of North America LLC,
its Sole Member

By: 
Name: John B. Payne
Title: Chief Executive Officer and President

TRADEMARK

REEL: 005835 FRAME: 0776

Schedule A
to Trademark Assignment

Trademark / Design	Jurisdiction	Application Number	Reg. Number	Filing Date	Reg. Date	Status	Owner
	U.S. Federal	78912209	3307115	20-JUN-2006	09-OCT-2007	REGISTERED	Allegheny Veterinary Emergency Associates, P.C.
	U.S. Federal	77587100	3707699	07-OCT-2008	10-NOV-2009	REGISTERED	Allegheny Veterinary Emergency Trauma & Specialty DbA Avets, P.C.
	U.S. Federal	86794956		21-OCT-2015		PENDING	Allegheny Veterinary Emergency Trauma And Specialty Llc DbA Avets