

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM410837

| | | | |
|---|-------------------------------------|-----------------------|---------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | NUNC PRO TUNC ASSIGNMENT | | |
| EFFECTIVE DATE: | 01/07/2016 | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| Rose America Corporation | | 12/30/2016 | Corporation: KANSAS |
| RECEIVING PARTY DATA | | | |
| Name: | Hyper Pet LLC | | |
| Street Address: | 3100 S Meridian Ave | | |
| City: | Wichita | | |
| State/Country: | KANSAS | | |
| Postal Code: | 67217 | | |
| Entity Type: | Limited Liability Company: DELAWARE | | |
| PROPERTY NUMBERS Total: 1 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 3191858 | PET WEAR | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | 6032267499 | | |
| <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: | 603-226-7490 | | |
| Email: | apeach@nhpat.com | | |
| Correspondent Name: | Davis & Bujold, P.L.L.C. | | |
| Address Line 1: | 112 Pleasant Street | | |
| Address Line 4: | Concord, NEW HAMPSHIRE 03301 | | |
| NAME OF SUBMITTER: | Neal E. Friedman | | |
| SIGNATURE: | /nef131/ | | |
| DATE SIGNED: | 01/03/2017 | | |
| Total Attachments: 2 | | | |
| source=t04aus-assignment_signed#page1.tif | | | |
| source=t04aus-assignment_signed#page2.tif | | | |

OP \$40.00 3191858

TRADEMARK ASSIGNMENT NUNC PRO TUNC

This Trademark Assignment Nunc Pro Tunc ("Agreement") is by and between Rose America Corporation, a Kansas corporation ("Assignor"), with an address of 3100 S Meridian Ave, Wichita, KS 67217, and Hyper Pet LLC, a Delaware limited liability company ("Assignee"), with an address of 3100 S Meridian Ave, Wichita, KS 67217.

WHEREAS, Assignor adopted and used the trademark PET WEAR (the "Trademark") and was granted United States Trademark Registration No. 3,191,858 (the "Registration") dated January 2, 2007, with respect to the Trademark;

WHEREAS, on January 7, 2016, Assignee acquired all right, title and interest in and to said Trademark, the good will of the business symbolized by the Trademark and the Registration and the right to sue and recover for, and the right to profits, penalties or damages due or accrued, arising out of or in connection with any and all past, present and future infringements or dilution of or damage or injury to the Trademark or such represented goodwill; and

WHEREAS the parties to this Agreement are desirous of memorializing the foregoing;

NOW, THEREFORE, in consideration of and in exchange for the sum of ten dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, said Assignor does hereby acknowledge, nunc pro tunc, that on January 7, 2016 it sold, assigned, transferred and set over to said Assignee the entire right, title, and interest in and to said Trademark, the good will of the business symbolized by the Trademark, the Registration and the right to sue and recover for, and the right to profits, penalties or damages due or accrued, arising out of or in connection with any and all past, present and future infringements or dilution of or damage or injury to the Trademark or such represented goodwill.

ASSIGNOR hereby covenants that no assignment, sale, agreement or encumbrance has been or will be made or entered into which would conflict with this assignment.

ASSIGNOR further covenants that ASSIGNEE will, upon its request, be provided promptly with all pertinent facts and documents relating to said Trademark as may be known and accessible to ASSIGNOR and will testify as to the same in any litigation or proceeding related thereto and will promptly execute and deliver to ASSIGNEE, or its legal representatives, any and all papers, instruments or affidavits required to apply for, obtain, maintain, issue and enforce said Registration.

IN WITNESS WHEREOF, I/We have executed this Assignment to be effective as of the 30
day of DECEMBER, 2016.

ROSE AMERICA CORPORATION - ASSIGNOR

By:

Print Name:

Title:

HYPER PET LLC - ASSIGNEE

By: [Signature]

Print Name: TIM BLURTON

Title: CEO

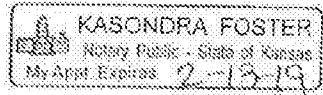
CERTIFICATE OF ACKNOWLEDGMENT

State of Kansas
County of SEDGWICK

On this 30 day of DECEMBER in the year 2016 before me, KASONDRA FOSTER personally appeared JOANN GOLDON of Rose America Corporation, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the above instrument and acknowledged to me that he/she executed the same in his/her official capacity and that by his/her signature on the instrument, the person or the entity on behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal (Official Seal)

[Signature]
(Signature of Notary Public)



My appointment expires on: 2-13-19