

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM414698

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
ABOGear, LLC		01/31/2017	Limited Liability Company: GEORGIA
RECEIVING PARTY DATA			
Name:	Hyper Pet LLC		
Street Address:	3100 S. Meridian		
City:	Wichita		
State/Country:	KANSAS		
Postal Code:	67217		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	3831499	OUTBACK JACK	
Registration Number:	4476965	WILD EATS	
Registration Number:	4290447	GROOMMITT	
CORRESPONDENCE DATA			
Fax Number:	2156562498		
<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:	215-656-3381		
Email:	pto.phil@dlapiper.com		
Correspondent Name:	IP GROUP OF DLA PIPER LLP (US)		
Address Line 1:	ONE LIBERTY PLACE		
Address Line 2:	1650 MARKET ST. SUITE 4900		
Address Line 4:	PHILADELPHIA, PENNSYLVANIA 19103		
NAME OF SUBMITTER:	Darius C. Gambino		
SIGNATURE:	/Darius C. Gambino/		
DATE SIGNED:	02/02/2017		
Total Attachments: 6			
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INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This Intellectual Property Assignment Agreement (this "Agreement"), effective as of January 31, 2017 (the "Effective Date"), is by and between Hyper Pet LLC, a Delaware limited liability company ("Assignee"), and ABOGear, LLC, a Georgia limited liability company ("Assignor").

Recitals

WHEREAS, Assignor, Assignee and Julian Morton, individually, have entered into that certain Asset Purchase Agreement, dated on or about the date hereof (the "Purchase Agreement"; all capitalized terms used in this Agreement but not otherwise defined herein are given the meanings set forth in the Purchase Agreement), pursuant to which, among other things, Assignor has agreed to assign (at Sections 2.01(d) and 3.02(c)(viii) thereof) all of its rights, title and interests in, (i) the trademarks listed on **Schedule A** attached hereto (all such trademarks, registrations and applications, collectively, the "Trademarks") and (ii) the domain names set forth on **Schedule B** (the "Domain Names" and, collectively with the Trademarks, the "Assigned IP").

NOW, THEREFORE, in consideration of the mutual covenants, terms and conditions set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Assignment. Subject to the terms and conditions of the Purchase Agreement, and for the sum of \$1.00 and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor does hereby assign unto Assignee all of Assignor's right, title and interest in and to the Assigned IP and the registrations and applications therefor in the United States and throughout the world together with the goodwill of the business symbolized by the Assigned IP, along with 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 Assigned IP or such represented goodwill, in each case, subject to the terms and conditions of the Agreement. To the extent that any of the Trademarks constitute "intent to use" applications filed in the US Trademark Office, Assignor and Assignee hereby agree and acknowledge that such Trademarks are being assigned with all or substantially all of the Assignor's business relating to the respective Trademark.

2. Further Assurances. Assignor agrees to execute and deliver at the request of Assignee, all papers, instruments, and assignments, and to perform other reasonable acts Assignee may require in order to vest all of Assignor's right, title and interest in and to the Assigned IP in Assignee and/or to provide evidence to support any of the foregoing in the event such evidence is deemed necessary by Assignee, to the extent such evidence is in the possession or control of Assignor.

3. Terms of the Purchase Agreement. The terms of the Purchase Agreement, including, but not limited to, the representations, warranties, covenants, agreements and indemnities are incorporated herein by this reference. The parties hereto acknowledge and agree that the representations, warranties, covenants, agreements and indemnities contained in the Purchase Agreement shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. In the event of any conflict or inconsistency between the terms of the Purchase Agreement and the terms hereof, the terms of the Purchase Agreement shall govern.

4. No Implied Rights in Third Parties. Nothing expressed or implied in this Agreement is intended to confer upon any person, other than the parties hereto, or their respective successors or permitted assigns, any rights, remedies, obligations or liabilities under or by reason of this Agreement.

5. Successors and Assigns. This Agreement and all of the provisions hereof shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns.

6. Governing Law. This Agreement shall be governed by and construed in accordance with the internal laws of the State of Delaware without giving effect to any choice or conflict of law provision or rule (whether of the State of Delaware or any other jurisdiction).

7. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, email or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

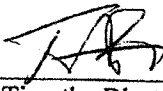
8. Further Assurances. Each of the parties hereto shall execute and deliver, at the reasonable request of the other party hereto, such additional documents, instruments, conveyances and assurances and take such further actions as such other party may reasonably request to carry out the provisions hereof and give effect to the transactions contemplated by this Agreement.

SIGNATURE PAGE FOLLOWS

IN WITNESS WHEREOF, the parties have executed this Agreement to be effective as of the date first written above.

ASSIGNEE:

HYPER PET LLC,
a Delaware limited liability company

By: 
Name: Timothy Blurton
Title: Chief Executive Officer

ASSIGNOR:

ABOGear, LLC,
a Georgia limited liability company

By: _____
Name: Julian Morton
Title: President

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[Signature Page to Intellectual Property Assignment Agreement]

IN WITNESS WHEREOF, the parties have executed this Agreement to be effective as of the date first written above.

ASSIGNEE:

HYPER PET LLC,
a Delaware limited liability company

By: _____

Name: Timothy Blurton

Title: Chief Executive Officer

ASSIGNOR:

ABOGear, LLC,
a Georgia limited liability company

By:  _____

Name: Julian Morton

Title: President

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[Signature Page to Intellectual Property Assignment Agreement]

Schedule A

Trademarks

OWNER	MARK	SERIAL NO.	FILING DATE	REG. NO.	REG. DATE	STATUS
ABOGear	OUTBACK JACK	77906884	01/07/2010	3831499	08/10/2010	Active
ABOGear	WILD EATS	85797326	12/07/2012	4476965	02/04/2014	Active
ABOGear	GROOMMITT	85570642	03/15/2012	4290447	02/12/2013	Active

Schedule B

Domain Names

DOMIAN NAME	REGISTRATION DATE	EXPIRATION DATE
www.aussienaturals.org	03/17/2012	03/17/2017
www.outbackjackpet.com	02/02/2015	02/02/2018
www.wildeats.org	09/22/2014	09/22/2019
www.abogear.com	07/04/1998	07/03/2021

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