

900392982 01/30/2017

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v.1.1
Stylesheet Version v.1.2

ETAS ID: TM414007

SUBMISSION TYPE:		NEW ASSIGNMENT	
NATURE OF CONVEYANCE:		ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL	
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Elite Pet Products Inc.		01/25/2017	Corporation: CALIFORNIA
RECEIVING PARTY DATA			
Name:	Elite Pet Group, Inc.		
Street Address:	401 S. Dupont Avenue		
City:	Ontario		
State/Country:	CALIFORNIA		
Postal Code:	91761		
Entity Type:	Corporation: CALIFORNIA		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	5125674	ELITE PET	
Registration Number:	5125594	WHISKER AND MITTENS	
Registration Number:	4676433	EARTHY PAWZ	
CORRESPONDENCE DATA			
Fax Number:	626-810-73		
<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:	626-810-7200		
Email:	jilee@ipfirm.us; dhsu@ipfirm.us		
Correspondent Name:	Jen-Feng Lee, Law Offices of J.F. Lee		
Address Line 1:	17800 Castleton Street, Suite 560		
Address Line 4:	City of Industry, CALIFORNIA 91748		
NAME OF SUBMITTER:	Jen-Feng Lee		
SIGNATURE:	/jilee/		
DATE SIGNED:	01/30/2017		
Total Attachments: 3			
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source=TM:asgmt:3-marks-SIGNED#page2.tif			
source=TM:asgmt:3-marks-SIGNED#page3.tif			

OP: \$90.00 5125674

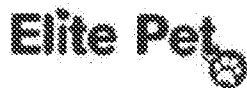
TRADEMARK ASSIGNMENT AGREEMENT

I. PARTIES: The parties to this Agreement of Trademark Assignment ("Agreement") are:

- (1) ELITE PET PRODUCTS INC. ("EPP", or "Assignor"), located at 401 S. Dupont Avenue, Ontario, CA 91761.
- (2) ELITE PET GROUP INC. ("EPG" or "Assignee"), located at 401 S. Dupont Avenue, Ontario, CA 91761.

II. RECITALS: This Agreement is made with reference to the following facts:

1. Assignor owns and uses the US trademarks ("Subject Marks") identified as follows:

a. The logo for "Elite Pet" features the words "Elite Pet" in a bold, sans-serif font. To the right of the word "Pet" is a stylized paw print icon.

USPTO registration number 5,125,674; registered on Jan. 17, 2017, covering the goods of Beds for household pets; Cat scratching posts; Furniture; Pet crates; Pet cushions in IC 020, and Pet toys; Plush toys in IC 028.

b. The logo for "Whisker Kittens" features the word "Whisker" in a stylized, outlined font above the word "KITTENS" in a smaller, bold, sans-serif font. Below the text is a stylized illustration of a cat's face.

USPTO registration number 5,125,594, registered on Jan. 17, 2017, covering the goods/services for Beds for household pets; Pet furniture in IC 020, and Pet toys; Play tunnels in IC 028.

c. **EARTHY PAWZ**

USPTO registration number 4,676,433, registered on Jan. 20, 2015, covering the goods/services for Pet products, namely, pet restraining devices consisting of leashes, collars, harnesses, restraining straps, and leashes with locking devices in IC 018; Pet furniture; Pet beds in IC 020; Grooming tools for pets, namely, combs and brushes in IC 021; and Pet toys in IC 028

Assignor's right in said Subject Marks has been exercised in accordance with the rules and laws of trademark in the United States. Assignor has obtained the requisite goodwill as represented and symbolized by Subject Marks in the regular course of business conducts related to the use of Subject Marks.

2. As of January of 2017 (Date of Assignment), Assignee wished and desired to obtain the complete right, including its associated goodwill, residing in said Subject Marks. Assignee further, based on informed decision, is willing to pay to Assignor the amount of consideration as stated herein, to succeed into the right of said Subject Marks.

3. This Assignment Agreement is executed to be reflective of the business transaction stated herein.

III. CONSIDERATION: Assignor and Assignee, inconsideration of the covenants and conditions contained in this Assignment Agreement and for other good and valuable consideration, and for further specific consideration of ONE dollar (\$1.00) per trademark, the receipt of which is hereby acknowledged, the Assignment is legally effectuated under all applicable laws.

IV. FURTHER ASSURANCES: Each of the parties to this Agreement represents, warrants, and agrees with the other parties as follows:

Such party (or the responsible agent thereof) has read this Agreement and understands the content and consulted its legal advisor of its own choice, or none is consulted after informed decision for not doing so.

Such party has the full power and authority to enter into this Agreement.

Such party has obtained all requisite consents and approvals to enter into and consummate this Agreement.

Such party will execute all such further and additional documents as shall be reasonable, convenient, necessary, or desirable to carry out the provisions of this Settlement Agreement.

V. MISCELLANEOUS: This Agreement is the entire agreement between the parties, with respect to the subject matter hereof and it supersedes all prior and contemporaneous oral and written agreements and discussions. This Agreement may be amended only by an agreement in writing signed by all parties hereto.

This Agreement shall bind and inure to the benefit of the parties hereto, and their respective successors and assigns.

Each party has cooperated in the drafting and preparation of this Agreement. Hence, neither this Agreement nor any part of it shall be construed against either party merely because such party may have drafted all or part of it.

IN WITNESS WHEREOF, the parties hereto have caused Agreement to be executed as shown on the date of each signatures.

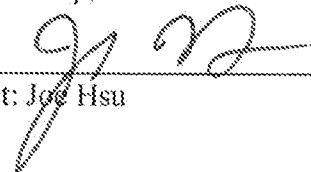
Dated: 1/25, 2017

Assignor.
Elite Pet Products, Inc.

By: 
Secretary: Katherine Hsu

Dated: 1/26, 2017

Assignee
Elite Pet Group, Inc.

By: 
President: Joe Hsu