

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM414701

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Julian Morton		01/31/2017	INDIVIDUAL:
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: 1			
Property Type	Number	Word Mark	
Registration Number:	3508272	AUSSIE NATURALS	
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 Julian Morton, a resident of Georgia ("Assignor").

Recitals

WHEREAS, Assignor and Assignee have entered into a certain Asset Purchase Agreement, dated as of the date hereof by and among Purchaser, ABOGear, LLC, a Georgia limited liability company (the "Company") and Julian Morton, individually (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 his rights, title and interests in, (i) the patents and patent applications listed on **Schedule A** attached hereto (all such patents, registrations and applications, collectively, the "Patents") and (ii) the trademarks listed on **Schedule B** attached hereto (all such trademarks, registrations and applications, collectively, the "Trademarks" and, collectively with the Patents, 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:

Julian Morton

[Remainder of page intentionally left blank]

[Signature Page to Intellectual Property Assignment Agreement]

TRADEMARK
REEL: 005980 FRAME: 0073

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

ASSIGNEE:

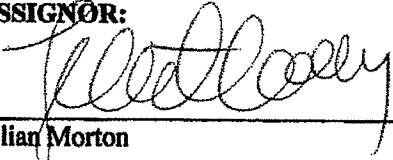
HYPER PET LLC;
a Delaware limited liability company

By: _____

Name: Timothy Blurton

Title: Chief Executive Officer

ASSIGNOR:



Julian Morton

[Remainder of page intentionally left blank]

[Signature Page to Intellectual Property Assignment Agreement]

Schedule A

Patents

ASSIGNEE	TITLE	APP. NO.	FILING DATE	REG. NO.	REG. DATE	STATUS
Julian Morton	Collapsible pet crate	11/034,589	01/13/2005	7,380,521	06/03/2008	Registered
Julian Morton	Scoop	D/326,894	10/27/2008	D603,113	10/27/2009	Registered
Julian Morton	Pet shelter	D/343,874	09/21/2009	D629,973	12/28/2010	Registered
Julian Morton	Pet toy having orbit ball shape	D/324,314	09/10/2008	D631,213	01/18/2011	Registered
Julian Morton	Pet toy having bone shape	D/324,308	09/10/2008	D635,306	03/29/2011	Registered
Julian Morton	Pet toy having football shape	D/324,306	09/10/2008	D631,617	01/25/2011	Registered
Julian Morton	Pet toy having bottle shape	D/324,309	09/10/2008	D631,211	01/18/2011	Registered
Julian Morton	Pet toy having ring shape	D/324,311	09/10/2008	D631,212	01/18/2011	Registered
Julian Morton	Pet toy having ball shape	D/324,315	09/10/2008	D656,281	03/20/2012	Registered
Julian Morton	Pet toy having shaker shape	D/324,313	09/10/2018	D631,618	01/25/2011	Registered

Schedule B

Trademarks

OWNER	MARK	SERIAL NO.	FILING DATE	REG. NO.	REG. DATE	STATUS
Julian Morton	AUSSIE NATURALS	77407792	02/27/2008	3508272	09/30/2008	Active

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