

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM427457

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
FKP, LLC		05/10/2017	Limited Liability Company: GEORGIA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	PETSuites of America, Inc.		
<b>Street Address:</b>	29229 Canwood Street		
<b>Internal Address:</b>	Suite 100		
<b>City:</b>	Agoura Hills		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	91301		
<b>Entity Type:</b>	Corporation: DELAWARE		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	86072586	DOGUROO	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<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>			
<b>Phone:</b>	7135975751		
<b>Email:</b>	mruffin@branscombpc.com		
<b>Correspondent Name:</b>	Megan Ruffin		
<b>Address Line 1:</b>	5615 Kirby Drive		
<b>Address Line 2:</b>	Suite 780		
<b>Address Line 4:</b>	Houston, TEXAS 77005		
<b>NAME OF SUBMITTER:</b>	Megan L. Ruffin		
<b>SIGNATURE:</b>	/s/ Megan L. Ruffin		
<b>DATE SIGNED:</b>	05/15/2017		
<b>Total Attachments: 10</b>			
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## IP ASSIGNMENT AND MUTUAL LICENSE

THIS IP ASSIGNMENT AND MUTUAL LICENSE (this “Assignment”) is made and entered into as of this May 10, 2017, by and between FKP, LLC, a Georgia corporation (“Assignor”), and Doguroo, LLC, a Georgia corporation (“Assignee”).

### BACKGROUND

PetSuites of America, Inc., a Delaware corporation (“PetSuites”), and Assignor have entered into a Membership Interest Purchase Agreement dated the date hereof (the “Purchase Agreement”), whereby, among other things, FKP contributed substantially all its assets, including all of its right, title and interest in and to the “DOGUROO” trade name and service mark registered with the United States Patent and Trademark Office under Serial No. 86072586 as further described in Exhibit A hereto (together with any related trade name or word or service mark and other common law service trade name or word or service mark rights and all related or associated state, federal or international intellectual property rights, collectively, the “Doguroo Mark”), to Assignee, and subsequently sold a 70% membership interest in Doguroo to PetSuites.

### AGREEMENT

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. **Assignment of IP Assets.** Assignor does hereby assign, convey, transfer and deliver to Assignee, and Assignee does hereby accept from Assignor, all of its rights, title and interest in and to the Doguroo Mark.

2. **Mutual License of Depiction.** FKP owns the trade name “THE WHOLE DOG MARKET” and related service mark registered with the United States Patent and Trademark Office under Serial No. 86072600 as further described in Exhibit B hereto (the “Whole Dog Mark”). Both the Doguroo Mark and the Whole Dog Mark use the same depiction of a green dog with blue shadowing (the “Depiction”) as a feature of the respective marks. To avoid any potential claim of infringement by one party or the other in respect of such use of the Depiction, (a) Doguroo hereby grants FKP a non-exclusive, royalty-free, fully-paid, non-transferable and non-assignable (except as set forth below) license to use the Depiction as part of the Whole Dog Mark, and (b) FKP hereby grants Doguroo a non-exclusive, royalty-free, fully-paid, non-transferable and non-assignable (except as set forth below) license to use the Depiction as part of the Doguroo Mark. Either party may assign this license to the purchaser of all or substantially all of the assets of such party.

3. **Further Assurances.** Assignor does hereby covenant and agree to, upon the request of Assignee, execute, acknowledge and deliver, or cause to be done, executed, acknowledged and delivered, all such further acts, assignments, transfers, assurances and instruments as Assignee may reasonably request to assign and transfer the Doguroo Mark to Assignee and to assure to Assignee the continued possession, control and enjoyment of the Doguroo Mark.

4. **Purchase Agreements.** Nothing herein shall be deemed to modify or diminish the representations, warranties, covenants and obligations of the parties under the Purchase Agreements.

5. **Savings.** If any provision of this Agreement shall be invalid or unenforceable, such invalidity or unenforceability shall not render the entire Agreement invalid. Rather, the Agreement shall be construed as if not containing the particular invalid or unenforceable provision, and the rights and obligations of each party shall be construed and enforced accordingly.

6. **Successors and Assigns.** This Agreement is intended to bind and inure to the benefit of and be enforceable by the parties hereto and their respective successors and assigns.

7. **Governing Law.** This instrument shall be construed and governed in accordance with the internal laws of the State of Georgia, without giving effect to principles of conflicts of law.

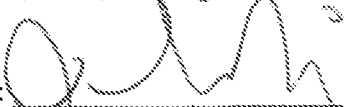
8. **Counterparts.** This Assignment may be executed in any number of counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument. A facsimile, telecopy, PDF or other reproduction of this Assignment may be executed by one or more parties hereto, and an executed copy of this Assignment may be delivered by one or more parties by facsimile or similar electronic transmission device pursuant to which the signature of or on behalf of such party can be seen, and such execution and delivery shall be considered valid, binding and effective for all purposes. At the request of any party, all parties agree to execute an original of this Assignment as well as any facsimile, telecopy, PDF or other reproduction hereof.

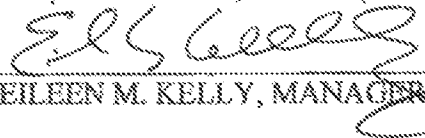
*[Signature page(s) follow]*

IN WITNESS WHEREOF, this Assignment has been executed and delivered on the date first above written.

ASSIGNOR:

FKP, LLC, a Georgia limited liability company

By:   
JEAN M. FINNEY, MANAGER

By:   
EILEEN M. KELLY, MANAGER

ASSIGNEE:

DOGUROO, LLC, a Georgia limited liability company

By: \_\_\_\_\_  
Eric A. Smith, General Counsel

*[Signature Page to Doguroo IP Assignment]*

IN WITNESS WHEREOF, this Assignment has been executed and delivered on the date first above written.

**ASSIGNOR:**

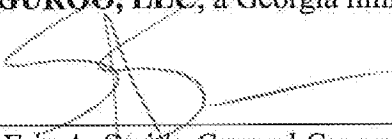
**FKP, LLC**, a Georgia limited liability company

By: \_\_\_\_\_  
JEAN M. FINNEY, MANAGER

By: \_\_\_\_\_  
EILEEN M. KELLY, MANAGER

**ASSIGNEE:**

**DOGUROO, LLC**, a Georgia limited liability company

By:  \_\_\_\_\_  
Eric A. Smith, General Counsel

**Exhibit A**  
**(DOGUROO Service Mark)**

See attached.

*[Signature Page to Doguroo IP Assignment]*

**TRADEMARK**  
**REEL: 006062 FRAME: 0909**

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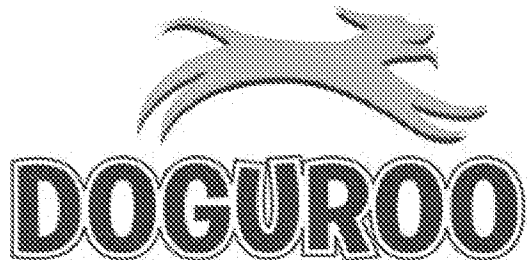
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<b>Word Mark</b>	<b>DOGUROO</b>
<b>Goods and Services</b>	IC 043. US 100 101. G & S: Boarding for animals; Dog day care services; Kennel services, namely, boarding for pets; Pet boarding services; Pet day care services; Pet hotel services. FIRST USE: 20090701. FIRST USE IN COMMERCE: 20090701
<b>Mark Drawing Code</b>	(3) DESIGN PLUS WORDS, LETTERS, AND/OR NUMBERS
<b>Design Search Code</b>	03.01.08 - Dogs; Puppies 03.01.24 - Stylized cats, dogs, wolves, foxes, bears, lions, tigers
<b>Serial Number</b>	86072586
<b>Filing Date</b>	September 24, 2013
<b>Current Basis</b>	1A
<b>Original Filing Basis</b>	1A
<b>Published for Opposition</b>	March 18, 2014
<b>Registration Number</b>	4542736
<b>Registration Date</b>	June 3, 2014
<b>Owner</b>	(REGISTRANT) FKP, LLC LIMITED LIABILITY COMPANY GEORGIA 1456 Northside Dr. Atlanta GEORGIA 30318
<b>Attorney of Record</b>	Jonathan Corley Hill
<b>Description of Mark</b>	The color(s) green and blue is/are claimed as a feature of the mark. The mark consists of a green dog with blue shadowing and the blue wording "DOGUROO" below it outlined in blue with the color white appearing between the wording and the outline.
<b>Type of Mark</b>	SERVICE MARK

**TRADEMARK  
REEL: 006062 FRAME: 0910**



**Register** PRINCIPAL  
**Live/Dead Indicator** LIVE

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**Exhibit B**  
**(WHOLE DOG MARKET Service Mark)**

See attached.

*[Signature Page to Doguroo IP Assignment]*

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**Word Mark** THE **WHOLE DOG** MARKET  
**Goods and Services** IC 035. US 100 101 102. G & S: Retail pet stores. FIRST USE: 20111101. FIRST USE IN COMMERCE: 20120201  
**Mark Drawing Code** (3) DESIGN PLUS WORDS, LETTERS, AND/OR NUMBERS  
**Design** 03.01.08 - Dogs; Puppies  
**Search Code** 03.01.24 - Stylized cats, dogs, wolves, foxes, bears, lions, tigers  
**Serial Number** 86072600  
**Filing Date** September 24, 2013  
**Current Basis** 1A  
**Original Filing Basis** 1A  
**Owner** (APPLICANT) FKP, LLC LIMITED LIABILITY COMPANY GEORGIA 1456 Northside Dr. Atlanta GEORGIA 30318  
**Attorney of Record** Jonathan Corley Hill  
**Prior Registrations** 4542736;4543609  
**Disclaimer** NO CLAIM IS MADE TO THE EXCLUSIVE RIGHT TO USE "DOG MARKET" APART FROM THE MARK AS SHOWN  
**Description of Mark** The color(s) green and blue is/are claimed as a feature of the mark. The mark consists of a green dog with blue shadowing positioned above and on the right half of the literal element. The dog is facing to the right and in an active, running position. The words "THE WHOLE DOG MARKET" are positioned underneath the dog, in all capital letters and Burbank font, with "THE WHOLE DOG" positioned above "MARKET". The word "THE" runs vertically in a smaller sized font, while the words "WHOLE DOG" and "MARKET" run horizontally. The

words "THE WHOLE DOG" are in blue and the word "MARKET" is in green with blue shadowing.

**Type of Mark** SERVICE MARK  
**Register** PRINCIPAL  
**Live/Dead Indicator** LIVE

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