

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM435306

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Intelligent Content Corp.		05/21/2014	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Cleveland Holdings, LLC		
Street Address:	4530 Richmond Road		
City:	Cleveland		
State/Country:	OHIO		
Postal Code:	44128		
Entity Type:	Limited Liability Company: OHIO		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2467348	PETPLACE.COM	
CORRESPONDENCE DATA			
Fax Number:	5133810205		
<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:	5133812838		
Email:	efstrademarks@taftlaw.com		
Correspondent Name:	Caroline DeHaan		
Address Line 1:	425 Walnut Street, Suite 1800		
Address Line 2:	Taft Stettinius & Hollister LLP		
Address Line 4:	Cincinnati, OHIO 60601		
ATTORNEY DOCKET NUMBER:	IHC09-00103		
NAME OF SUBMITTER:	Connie Stephens		
SIGNATURE:	/cstephens/		
DATE SIGNED:	07/17/2017		
Total Attachments: 2			
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DOMAIN NAME AND WEBSITE PURCHASE AND TRANSFER AGREEMENT

This Domain Name and Website Purchase and Transfer Agreement ("Agreement") is made and entered into as of May 21, 2014 (the "Effective Date") by and between Cleveland Holdings, LLC, an Ohio limited liability company ("Purchaser"); and Intelligo Content Corp., a Delaware corporation ("Seller").

Background

Seller is the owner of the Internet domain name "www.petplace.com" (the "Domain Name") and is the registrant of record for the Domain Name with Network Solutions, LLC ("Registrar").

Purchaser wants to purchase from Seller all of Seller's rights, title, and interest in and to the Domain Name and the website associated with the Domain Name (the "Website") and any and all goodwill associated with the Domain Name and the Website.

Seller has agreed to sell, assign, transfer, and deliver to Purchaser all of its rights, title, and interest in and to the Domain Name and Website, including any and all goodwill associated therewith, subject to the terms and conditions of this Agreement.

NOW THEREFORE, in consideration of the mutual covenants in this Agreement and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. **Assignment and Transfer.** At the Closing (defined below), Seller hereby irrevocably sells, assigns, and transfers to Purchaser all of Seller's and its Affiliates' rights, title, and interest in and to the Domain Name, the Website, all associated code, content and data; the trademark PETPLACE.COM, having U.S. Reg. No. 2,467,348, and all unregistered trademarks, trade names, service marks and trademark or other intellectual property rights containing "petplace", copyrights to designs, graphics, content, programming, databases, email lists, forms, and internal search engines on this Website wherever they exist; all internet traffic to the Domain Name held by Seller; content and look and feel of the Website; subscriber e-mail lists and associated contact information associated with the Domain Name; the PetPlace.com newsletter and all such prior newsletters and all content associated therewith; and all goodwill associated with any of the foregoing (collectively, the "Domain Assets"). The Domain Assets specifically exclude the name: JON RAPPAPORT, DR. JON RAPPAPORT or DR. JON in any form ("Excluded Names"), and Purchaser has no right to use the Excluded Names, including on the Website or any future website on the Domain Name or elsewhere. Seller hereby consents and authorizes the Registrar, at the Closing, to transfer the Domain Name to Purchaser in accordance with this Agreement and the regular transfer procedures of Registrar. Seller and its Affiliates, directors, officers, and employees shall thereafter take such other actions and execute such other agreements and instruments as are reasonably deemed necessary by Purchaser to document and effect Seller's assignment and transfer of the Domain Assets to Purchaser. Pursuant to the terms of the Agreement, Seller will cooperate fully and promptly in facilitating the transfer to Purchaser of the Domain Name with the Registrar and will follow the rules designated by the Registrar to effect such transfer. Purchaser will initiate the transfer of the Domain Name under the terms of this Agreement. "Affiliate" means, with respect to a party hereto, any entity that, directly or indirectly, controls, is controlled by, or is under common control with such party; "control" means the direct or indirect possession of the power to direct or cause the direction of the management and policies of another entity, whether through the ownership of voting securities, by contract or otherwise.

2. **Payment.** In full consideration of Seller's transfer to Purchaser of all rights, title, and interest in and to the Domain Assets, Purchaser shall pay Seller REDACTED (the "Purchase Price"). The

REDACTED

REDACTED

11. **Entire Agreement.** This Agreement and any schedules or exhibits hereto constitute the entire agreement between Seller and Purchaser with respect to the subject matter hereof and supersede any prior or contemporaneous agreements (whether written or oral) between the parties with respect to the subject matter contained herein. This Agreement may be amended or modified only by a writing signed by each party hereto.

12. **Governing Law.** This Agreement shall be governed and construed in accordance with the laws of the State of Florida, without reference to any choice of law principles. Exclusive jurisdiction and venue for any dispute arising from this Agreement shall be in the federal or state courts residing in Broward County, Florida, and all parties hereby expressly waive any right to object to such jurisdiction and venue.

13. **Counterparts.** This Agreement may be executed in counterparts, each of which shall be deemed to be an original, and will be deemed fully executed when both parties have affixed authorized signatures, whether or not on a single page. Signatures received via facsimile shall be as legally binding for all purposes as an original signature.

14. **Successors and Assigns.** This Agreement shall bind and inure to the benefit of the Parties and their respective Affiliates, successors and assigns.

15. **Counterparts.** This Agreement may be executed in counterparts, each of which shall be deemed to be an original, and will be deemed fully executed when both parties have affixed authorized signatures, whether or not on a single page. Signatures received via facsimile shall be as legally binding for all purposes as an original signature.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date set forth above by and through their duly authorized agents.

CLEVELAND HOLDINGS, LLC,
an Ohio limited liability company

INTELLIGENT CONTENT CORP.,
a Delaware corporation

By: [Signature]
Name: [Name]
Title: [Title]

By: [Signature]
Name: [Name]
Title: [Title]

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