# OP \$40.00 4186820

### TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM438496

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL

### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Petz Enterprises, Inc.		08/07/2017	Corporation: CALIFORNIA

### **RECEIVING PARTY DATA**

Name:	Petz Enterprises, LLC	
Street Address:	7575 W. Linne Road	
City:	Tracy	
State/Country:	CALIFORNIA	
Postal Code:	95304	
Entity Type:	Limited Liability Company: CALIFORNIA	

### **PROPERTY NUMBERS Total: 1**

Property Type	Number	Word Mark	
Registration Number:	4186820	CROSSLINK	

### CORRESPONDENCE DATA

**Fax Number:** 2098790296

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.

**Phone:** 4075343423

**Email:** swinner@petzent.com

Correspondent Name: Sean Winner

Address Line 1:2000 N. Alafaya Trail #150Address Line 4:Orlando, FLORIDA 32826

NAME OF SUBMITTER:	Sean Winner
SIGNATURE:	/Sean Winner/
DATE SIGNED:	08/08/2017

### **Total Attachments: 4**

source=2017-08.07 Trademark Assignment from INC to LLC#page1.tif

source=2017-08.07 Trademark Assignment from INC to LLC#page2.tif

source=2017-08.07 Trademark Assignment from INC to LLC#page3.tif

source=2017-08.07 Trademark Assignment from INC to LLC#page4.tif

### TRADEMARK ASSIGNMENT AGREEMENT

This Assignment Agreement is made by and between

Petz Enterprises, Inc., a corporation organized and existing under the laws of California, located at 7575 W. Linne Road, Tracy, CA 95304 (the "Assignor") of the one part; AND

Petz Enterprises, LLC, a limited liability company organized and existing under the laws of California, located at 7575 W. Linne Road, Tracy, CA 95304 (the "Assignee") of the other part.

The Assignor and the Assignee are hereinafter referred to, individually, as "Party" and collectively, as "Parties".

WHEREAS, Assignor has adopted and used the trademark "CROSSLINK," with applications listed on Exhibit A to this Agreement (the "Marks"); and

WHEREAS, in return for an assignment of the Marks, the Assignee agrees to maintain registrations for the Marks, and take over enforcing the Marks; and

WHEREAS, Assignor has agreed to assign and the Assignce has agreed to acquire all of Assignor's right, title, and interest in and to the Marks, both registered and common law, the goodwill of the business symbolized thereby and associated therewith, and the right to recover damages and profits for past infringement thereof; and

Now, THEREFORE, in consideration of these premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

- Assignor hereby assigns, transfers, and conveys unto the Assignee all of Assignor's
  right, title, and interest in and to the Marks, both registered and common law, the
  goodwill of the business symbolized thereby and associated therewith, and the right to
  recover damages and profits for past infringement thereof.
- 2. The Assignor represents and warrants that it is the sole proprietor of all rights, title and interests derived from and in connection with the Marks in the USA (the "Territory"), and that the assignment of the Marks from the Assignor to the Assignee shall not cause any infringement of industrial property rights of any third party in the Territory.

The Marks are assigned in their present legal status, which is known to the Assignor. To the Assignor's best knowledge, there are no parties who are using the Marks, own registrations or pending applications for registration of the Marks and there are no pending cases before the court or national authorities, which may adversely affect the Marks. The Assignor does not take any further guarantee.

- 3. The Assignor shall furnish the Assignee with all necessary information on and in connection with the Marks, which may be required to perfect tittle in the Marks in the Assignee. The Assignor shall also furnish the Assignee with the original certificates covering the Marks.
- 4. This Agreement shall come into effect on the date on which this Agreement is registered by the competent authority as required by the laws of the Territory. The Parties hereto agree that this Agreement shall be submitted to the aforesaid authority in the Territory for its registrations. Each Party hereto shall fully cooperate with the other with regard to such registration or additional or approval that may be required in connection with the implementation of any portion of this Agreement.
- 5. This Agreement and all amendments, modifications, alterations or supplements hereto, shall be construed under, governed by, and the legal relations between the Parties hereto determined in accordance with the laws of the state of California.
- Any dispute, controversy or claim arising out of or relating to this Agreement, or breach, termination of invalidity hereof shall be settled through bona fide negotiations between the Parties.
- Any amendments, modifications, alternations or supplements to this Agreement shall be made in writing to be legally effective.
- 8. Each Party acknowledges that it has read this Agreement, understands it and agrees to be bound hereby, and represents and warrants that the individual executing this Agreement on its behalf is duly authorized to enter into this Agreement.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed on their behalf by their duly authorized officers and representative on this <u>7th</u> day of August 2017.

For and on behalf of the Assignor	For and on behalf of the Assigned
Signature: Clal Lit	Signature:
By: Charles Petz Title: CFG	By: Rey Styfili Title: <u>Coo</u>

## EXHIBIT A

to

# Trademark Assignment Agreement

Trademark Name	Jurisdiction	Application/ Serial Number		Registration Number	Registration Date
CROSSLINK.	U.S.	85509844	Jan. 5 2012	4186820	August 7 2012



# CROSSLINK

Reg. No. 4,186,820

PETZ ENTERPHISES, INC. (CALIFORNIA CORPORATION)

26.30X-611 Registered Aug. 7, 2012 TRACY, CA 953789611

Int. Cls.: 9 and 42

FOR: INCOME TAX PREPARATION SOFTWARE, IN CLASS 9 (U.S. CLS. 21, 23, 26, 36 AND

TRADEMARK

FIRST USE 13-23-2000; IN COMMERCE 13-23-2000.

SERVICE MARK

PRINCIPAL REGISTER

FOR PROVIDING ON-LINE NON-DOWNLOADABLE SOFTWARE FOR INCOME TAX PREPARATION, PROVIDING A WEBSITE FEATURING TECHNOLOGY THAT ALLOWS OSERS TO PREPARE AND FILE INCOME TAX RETURNS, IN CLASS 42 (4.8. CLS. 100

AND 191).

FIRST USE 11-21-2000; IN COMMERCÉ 11-21-2000.

THE MARK CONSISTS OF STANDARD CHARACTERS WITHOUT CLAIM TO ANY PAR-

TICULAR FONT, STYLE, SIZE, OR COLOR.

SER, NO. 85-509,844, FILED 1-5-2012.

TRA J. GOODSAID, EXAMINING ATTORNEY



RECORDED: 08/08/2017