

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM439745

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
ESPECIALLY FOR PETS, INC.		08/01/2017	Corporation: MASSACHUSETTS
RECEIVING PARTY DATA			
Name:	ESPECIALLY FOR PETS, LLC		
Street Address:	1109 Boyce Ave		
City:	Baltimore		
State/Country:	MARYLAND		
Postal Code:	21204		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3736436	ESPECIALLY FOR PETS	
CORRESPONDENCE DATA			
Fax Number:	2158325763		
<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:	215-569-5763		
Email:	sbockert@blankrome.com		
Correspondent Name:	Shaun J. Bockert		
Address Line 1:	One Logan Square		
Address Line 2:	8th Floor		
Address Line 4:	Philadelphia, PENNSYLVANIA 19103-6998		
NAME OF SUBMITTER:	Shaun J. Bockert		
SIGNATURE:	/sjb/		
DATE SIGNED:	08/18/2017		
Total Attachments: 4			
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FORM OF TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT (this “Assignment”) is made and entered into as of August 1, 2017 by and among ESPECIALLY FOR PETS, INC., a Massachusetts corporation (“Assignor”) and ESPECIALLY FOR PETS, LLC f/k/a COLD NOSE ACQUISITIONCO EFP, LLC, a Delaware limited liability company (“Assignee”).

Background

- A. Assignor has adopted and used the designations **ESPECIALLY FOR PETS** and **ESPECIALLY FOR PETS** (stylized, with design), for which Assignor may also own certain, limited common law rights and has registered the stylized mark with the **United States Patent and Trademark Office, Registration Number 3,736,436** (collectively, the foregoing designations described above shall be referred to as the “Trademark”);
- B. Assignor and Assignee are parties to that certain Asset Purchase Agreement, dated as of June 16, 2017 (the “Purchase Agreement”), pursuant to which Assignor agreed to assign to Assignee all right, title, and interest in and to the Trademark, together with the associated goodwill;
- C. The parties wish to execute this Assignment for purposes of evidencing the transfer of the Trademark and to allow Assignee to file this Assignment with the United States Patent and Trademark Office, as may be necessary to effectuate the assignment and transfer of the Trademark from Assignor to Assignee; and
- D. Assignor hereby acknowledges and agrees that from and after the date hereof, Assignee shall be the exclusive owner of all of Assignor’s right, title, and interest in and to the Trademark.

In consideration of the mutual covenants and agreements set forth below, and for other good and valuable consideration, including that under the Purchase Agreement, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Assignment. Assignor hereby irrevocably and unconditionally grants, conveys, transfers, and assigns to Assignee all of Assignor’s right, title, and interest in and to the Trademark, including without limitation all registrations and applications thereof, all registrations which may be granted in respect of such applications, all renewals of such registrations, all common law rights therein, the goodwill and all rights associated therewith, and all other corresponding rights that are or may be secured under the laws of the United States, any jurisdiction thereof, any foreign country or any multinational jurisdiction now or hereafter in effect, the same to be held by Assignee for Assignee’s own use and enjoyment, and for the use and enjoyment of Assignee’s successors and assigns and other legal representatives, together with all rights to income, royalties, and license fees deriving from the Trademark, all claims for damages by reason of past, present, and future infringements, dilution, misappropriation, violation or unauthorized uses of the Trademark and the right to sue for and collect such damages in Assignee’s own name, as permitted under the applicable laws of any jurisdiction or country in which such claims may be asserted for the use and benefit of Assignee and Assignee’s successors, assigns, and other legal representatives.

2. Recordation. Assignor authorizes the United States Patent and Trademark Office, and any Official of any country or countries foreign to the United States whose duty it is to receive or register trademarks or applications therefor, to record Assignee as the owner of the Trademark and to issue all registrations for the Trademark in the name of Assignee. Assignor and Assignee shall execute and deliver such instruments and take such other actions as may reasonably be required in order to carry out the intent of this Assignment and to evidence and effectuate the transactions contemplated herein, including the execution of all documents, instruments and papers to perform all acts as deemed reasonably necessary by Assignee to perfect in Assignee the foregoing rights, title and interests. In the event Assignee is unable for any reason, after reasonable effort, to secure Assignor's signature on any document needed in connection with the transactions specified herein, Assignor hereby irrevocably designates and appoints Assignee and its duly authorized officers and agents as its agent and attorney in fact, which appointment is coupled with an interest, to act for and in its behalf to execute, verify and file any such documents and to do all other lawfully permitted acts to further the purposes of this Assignment with the same legal force and effect as if executed by Assignor.

3. No Impact on Terms of the Purchase Agreement. Notwithstanding any provision to the contrary set forth herein or in the Purchase Agreement or in any document, instrument, or agreement executed in connection herewith or therewith, no provision of this Assignment in any way waives, restricts, alters, adds to, diminishes, or limits the express provisions (including the warranties, covenants, agreements, conditions, representations, obligations, and indemnifications, and the limitations related thereto, of the parties) set forth in the Purchase Agreement, this Assignment being intended solely to effect the transfer of the Trademark strictly in accordance with the terms of the Purchase Agreement. In the event of a conflict between the terms of this Assignment and the terms of the Purchase Agreement, the terms of the Purchase Agreement shall prevail and govern.

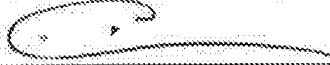
4. Counterparts. This Assignment may be executed in one or more counterparts (including by .pdf delivery via email or by facsimile), each of which shall be considered an original instrument, but all of which shall be considered one and the same agreement.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have caused this Assignment to be duly executed as of the date first written above.

ASSIGNEE:

ESPECIALLY FOR PETS, LLC



Name: Ted Root

Title: Managing Director

ASSIGNOR:

ESPECIALLY FOR PETS, INC.

Name: Michael DiTullio

Title: President

IN WITNESS WHEREOF, the parties hereto have caused this Assignment to be duly executed as of the date first written above.

ASSIGNEE:

ESPECIALLY FOR PETS, LLC

Name: Ted Root

Title: Managing Director

ASSIGNOR:

ESPECIALLY FOR PETS, INC.

Michael DiTullio

Name: Michael DiTullio

Title: President