

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM443002

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

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Jeffrey Kaufman		08/30/2017	INDIVIDUAL: UNITED STATES
Bark Bark, LLC		08/30/2017	Limited Liability Company: MARYLAND
Bark Rock, LLC		08/30/2017	Limited Liability Company: MARYLAND
Bark Cat, LLC		08/30/2017	Limited Liability Company: MARYLAND
Bark Spring, LLC		08/30/2017	Limited Liability Company: MARYLAND
Bark Land, LLC		08/30/2017	Limited Liability Company: MARYLAND
Bark Water, LLC		08/30/2017	Limited Liability Company: MARYLAND
Bark Olney, LLC		08/30/2017	Limited Liability Company: MARYLAND
Bark Wood, LLC		08/30/2017	Limited Liability Company: MARYLAND

RECEIVING PARTY DATA

Name:	Kriser's Feeding Pets For Life, LLC
Street Address:	1750 14th Street, Suite E
City:	Santa Monica
State/Country:	CALIFORNIA
Postal Code:	90404
Entity Type:	Limited Liability Company: DELAWARE

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	4338093	BARK! PAWSITIVE PETFOOD

CORRESPONDENCE DATA

Fax Number: 6172359493

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: 617-951-7169

TRADEMARK

Email: catherine.murray@ropesgray.com
Correspondent Name: Catherine Murray
Address Line 1: Prudential Tower, 800 Boylston Street
Address Line 2: Ropes & Gray LLP
Address Line 4: Boston, MASSACHUSETTS 02199-3600

ATTORNEY DOCKET NUMBER: 105444-3656-003

NAME OF SUBMITTER: Catherine Murray

SIGNATURE: /cmurray/

DATE SIGNED: 09/13/2017

Total Attachments: 5

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EXHIBIT E

INTELLECTUAL PROPERTY ASSIGNMENT

This INTELLECTUAL PROPERTY ASSIGNMENT (this "Assignment"), dated as of August 30, 2017, is by and among Jeffrey Kaufman ("Kaufman"), the entities listed on Exhibit A of the Purchase Agreement (as defined below) (collectively with Kaufman, "Assignor") and Kriser's Feeding Pets for Life, LLC, a Delaware limited liability company ("Assignee").

Background

- A. Kaufman has adopted and used the **Bark! Pawsitive** service mark, for which Kaufman owns common law rights and **United States Registration Number 4,338,093** with the United States Patent and Trademark Office (the "Trademark");
- B. Kaufman has registered and owns the registrations to the domain name **www.barknatural.com** (the "Domain Name");
- C. Assignor and Assignee are parties to that certain Asset Purchase Agreement, dated as of the date hereof (the "Purchase Agreement"), pursuant to which, among other things Assignor has agreed to assign, at the closing, to Assignee all right, title and interest in and to all Intellectual Property Assets, including the Trademark and Domain Name, together with all associated goodwill;
- D. 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 Kaufman to Assignee; and
- E. 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 all Intellectual Property Assets, including the Trademark and Domain Name.

The parties hereby agree as follows:

1. Defined Terms. Each capitalized term used but not otherwise defined herein shall have the meaning ascribed to such term in the Purchase Agreement.

2. Assignment of Trademark. Kaufman hereby irrevocably and unconditionally grants, conveys, transfers, and assigns to Assignee all of Kaufman's right, title, and interest in and to the Trademark, including all registrations and applications thereof, all registrations that 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.

3. Assignment of Domain Name. Kaufman hereby irrevocably and unconditionally grants, conveys, transfers, and assigns to Assignee all of Kaufman's right, title, and interest in and to the Domain Name, together with the goodwill and activities of the Business connected with the use of and symbolized by the Domain Name. Kaufman will promptly declare to each relevant registrar Kaufman's consent and confirmation to the transfer of the Domain Name to Assignee or its designees within thirty (30) days after being contracted by the relevant registrar.

4. Assignment of all Other Intellectual Property Assets. To the extent not assigned pursuant to Section 3 or Section 4 above, Assignor hereby irrevocably and unconditionally grants, conveys, transfers, and assigns to Assignee all of Assignor's right, title, and interest in and to all other Intellectual Property Assets (which, for the avoidance of doubt, includes all of the items set forth on Section 4.11(a) of the Disclosure Schedules), together with the goodwill and activities of the Business connected with the use of and symbolized by such Intellectual Property Assets.

5. Recordation. Kaufman authorizes the United States Patent and Trademark Office, and any Governmental Authority 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. Assignee shall use reasonable effort to secure, and Assignor shall use reasonable effort to provide, Assignor's signature on any document needed in connection with the transactions specified herein.

6. Terms of the Purchase Agreement. The Purchase Agreement is hereby incorporated herein by reference. The parties hereto hereby 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 Purchase Agreement and this Assignment, the Purchase Agreement shall govern.

7. Enforceability. This Assignment is executed by Assignor and is binding upon each of Assignee and Assignor, and their respective permitted successors and assignees, for the uses and for purposes above set forth and referred to, and shall be effective as of the date hereof.

8. Governing Law. This Assignment is governed by and construed in accordance with the laws of the State of Delaware without giving effect to its choice or conflict of laws rule.

9. Counterparts. This Assignment may be executed in one or more counterparts, all of which shall together comprise one and the same instrument. This Assignment becomes effective upon its execution and delivery by each party hereto to each other party hereto.

10. Electronic Delivery. A signed copy of this Assignment delivered by facsimile, e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Assignment.

[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:

KRISER'S FEEDING PETS FOR LIFE, LLC

Michael E Foss

Name: Michael Foss


Title: Manager

[Signature Page to Intellectual Property Assignment]

TRADEMARK
REEL: 006153 FRAME: 0562

ASSIGNOR:

JEFFREY KAUFMAN



BARK BARK, LLC

By: _____
Name: Jeffrey Kaufman
Title: President

BARK ROCK, LLC

By: _____
Name: Jeffrey Kaufman
Title: President

BARK CAT, LLC

By: _____
Name: Jeffrey Kaufman
Title: President

BARK SPRING, LLC

By: _____
Name: Jeffrey Kaufman
Title: President

BARK LAND, LLC

By: _____
Name: Jeffrey Kaufman
Title: President

BARK WATER, LLC

By: _____
Name: Jeffrey Kaufman
Title: President

BARK OLNEY, LLC

By: _____
Name: Jeffrey Kaufman
Title: President

BARK WOOD, LLC

By: _____
Name: Jeffrey Kaufman
Title: President

[Signature Page to Intellectual Property Assignment]