

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM453135

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
R2P Group Inc.		10/25/2017	Corporation: CALIFORNIA
RECEIVING PARTY DATA			
Name:	R2P Global LLC		
Street Address:	P.O. Box 309, Ugland House		
Internal Address:	Maples Corporate Services Limited		
City:	Grand Cayman		
State/Country:	CAYMAN ISLANDS		
Postal Code:	KY1-1104		
Entity Type:	Limited Liability Company: CAYMAN ISLANDS		
PROPERTY NUMBERS Total: 42			
Property Type	Number	Word Mark	
Serial Number:	87621381	BUDDY AND BELLA	
Serial Number:	87457205	CHEWSHOES	
Serial Number:	87621389	HOUND & HAVEN	
Serial Number:	87621358	HUSH PLUSH	
Registration Number:	4584531	BLISSFUL REST	
Registration Number:	4256465	CATEGORIES	
Registration Number:	4324459	CATTY CORNER	
Registration Number:	4398864	CHEW BOTS	
Registration Number:	4324353	CRASH PAD	
Registration Number:	4734920	CUDDLE MONSTERS	
Registration Number:	4584532	CUDDLE SPOT	
Registration Number:	5041193	DENTA DISH	
Registration Number:	4662217	DETAILS	
Registration Number:	4399878	DETAILS	
Registration Number:	4597220	DONUT DOZER	
Registration Number:	4597215	DREAM MAT	
Registration Number:	4597217	EASY SLEEPER	
Registration Number:	4236495	FELINE FIRST	

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Property Type	Number	Word Mark
Registration Number:	4186645	FUNNY FARMS
Registration Number:	4960186	GNAWBBER
Registration Number:	4743751	HAVEN PREMIUM PET BEDDING
Registration Number:	4763041	HIGH VIZ TECHNOLOGY
Registration Number:	4721789	HIGH VIZ TECHNOLOGY
Registration Number:	4454760	INSTINCTS
Registration Number:	4390910	KNOT ORDINARY
Registration Number:	5026447	MAD CAT
Registration Number:	4256445	MASHERS
Registration Number:	4787503	MEGAMUTT
Registration Number:	4256446	MULTITEX
Registration Number:	4616935	PUFF SQUEAK
Registration Number:	4263517	R2P PET
Registration Number:	4390961	RAW HIDERS
Registration Number:	4517778	ROMP!
Registration Number:	4186260	SILLY BUMS
Registration Number:	4232564	SPRONG
Registration Number:	4324462	STUFT
Registration Number:	4228109	SUPER PLUSH
Registration Number:	4580211	TWINKLE TWEET
Registration Number:	5022503	WAGGISH
Registration Number:	5119250	WILD INSTINCTS
Registration Number:	4609613	ZANY BUNCH
Registration Number:	4609564	ZIGGLER GIGGLER

CORRESPONDENCE DATA

Fax Number: 9497056856

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: 9497056856

Email: elise@taiplaw.com

Correspondent Name: Elise Tenen-Aoki

Address Line 1: 14271 Jeffrey Road, Ste 313

Address Line 4: Irvine, CALIFORNIA 92620

DOMESTIC REPRESENTATIVE

Name: R2P Group Inc.

Address Line 1: 5880 WEST LAS POSITAS BLVD

Address Line 2: Suite 31

Address Line 4: PLEASANTON, CALIFORNIA 94588

NAME OF SUBMITTER:	Elise Tenen-Aoki
SIGNATURE:	/eta/
DATE SIGNED:	12/04/2017
Total Attachments: 8 source=R2P Assignement#page1.tif source=R2P Assignement#page2.tif source=R2P Assignement#page3.tif source=R2P Assignement#page4.tif source=R2P Assignement#page5.tif source=R2P Assignement#page6.tif source=R2P Assignement#page7.tif source=R2P Assignement#page8.tif	

INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

THIS INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT (this "Agreement") is dated October 20, 2017 (the "Effective Date") and made

BETWEEN

- (1) R2P GROUP INC., a company incorporated in the State of California of the United States of America, whose registered address is at Suite 31, 5880 Wes Los Positas Road, Pleasanton, California, the United States of America (the "Assignor"); and
- (2) R2P GLOBAL LLC, a company incorporated in the Cayman Islands, whose registered address is at Maples Corporate Services Limited, PO Box 309, Upland House, Grand Cayman, KY1-1104, Cayman Islands (the "Assignee"),

each a "Party", and together the "Parties", to this Agreement.

BACKGROUND

- (A) The Assignor is the owner of the Assignor Intellectual Property (as defined below).
- (B) The Assignor has agreed to assign the Assignor Intellectual Property to the Assignee upon the terms and conditions of this Agreement.

IT IS HEREBY AGREED as follows:

1. INTERPRETATION

1.1 Definitions

In this Agreement, unless the context otherwise requires, the following words and expressions shall have the following meanings:

"Assignor Intellectual Property" means any and all Intellectual Property owned by the Licensor, including (without limitation) the Trade Marks.

"Business Day" means any day, other than a Saturday, a Sunday, or a public holiday, on which banks are open for business in Hong Kong.

"Intellectual Property" means any and all intellectual property rights including, but not limited to, all of the following, and all rights in, arising out of, or associated therewith (in each case, whether registered or not): (i) patents; (ii) know-how, trade secrets, ideas, concepts, inventions, discoveries, developments, devices, methods and processes (in each case, whether or not patentable); (iii) trade marks, service marks, business names and trade names, and any goodwill therein; (iv) rights in any designs; (v) copyright, software, source codes, object codes, specifications and other works of authorship, databases and database rights; (vi) any and all other intellectual property rights, and related documentation with respect to all of the foregoing; (vii) any and all registrations of, or applications to register, or any rights to register or apply to register, any of the foregoing; and/or (viii) any similar or analogous rights anywhere in the world.

"Trade Marks" means the trade marks listed in Part 1 of Schedule 1 (whether registered or unregistered), and the trade mark applications and/or registrations listed in Part 2 of Schedule 1.

1.2 Construction

In this Agreement, where the context admits:

- (A) references to any ordinance or legislative provisions shall be deemed to refer to those provisions as amended or re-enacted, or as their application is modified by other provisions, from time-to-time, and any reference to any ordinance or legislative provision shall include any subordinate legislation made from time-to-time under that ordinance or legislative provision;
- (B) references to "this Agreement" are references to this agreement and such other agreement or document duly executed by the Parties as may amend, vary, supplement, modify or novate this Agreement from time to time;
- (C) references to "Clauses" and "Schedules" in this Agreement are references to the clauses and schedules of and to this Agreement, and each Schedule shall have effect as if set out in this Agreement;
- (D) the headings and sub-headings in this Agreement are inserted for convenience only and shall not affect the construction of this Agreement;
- (E) the singular includes the plural and vice versa, references to the masculine, feminine and the neuter shall include all such genders, and words denoting persons shall include natural persons, bodies corporate, unincorporated associations and partnerships;
- (F) references to any Party includes its successors and permitted assigns; and
- (G) references to "including", "includes" and "in particular" are illustrative, and none of them shall limit the sense of the words preceding it and each of them shall be deemed to incorporate the expression "without limitation"; and
- (H) references to "in writing" includes typewriting, printing, lithography, photography, email messages, and other modes of reproducing words in a legible and non-transitory form.

2. ASSIGNMENT

2.1 The Assignor hereby irrevocably assigns to the Assignee, all rights, title, and interest in and to the Assignor Intellectual Property, throughout the world, to the full extent permitted by law, including, but not limited to:

- (A) all goodwill therein;
- (B) the right to bring, make, oppose, defend and/or appeal any proceedings, claims or actions, and obtain relief (and to retain any damages recovered) in respect of any infringement, or any other cause of action arising from ownership, of any of the Assignor Intellectual Property whether occurring before, on or after the Effective Date.

2.2 The Assignor shall, at the Assignor's expense, promptly do all such things as may be reasonably required by the Assignee in order to:

- (A) perfect or confirm the Assignee's ownership of the Assignor Intellectual Property;

- (B) ensure that the Assignee is registered as the registered proprietor of the Assignor Intellectual Property with the relevant authorities (where applicable), including, but not limited to, recording the assignment of the Trade Marks under this Agreement, and/or executing and recording any short form/confirmatory assignment agreement;
- (C) assist the Assignee to take legal proceedings against third parties in respect of any infringement of any of the Assignor Intellectual Property;
- (D) assist the Assignee to defend any legal proceedings brought by any third parties in relation to the use of any of the Assignor Intellectual Property by the Assignee; and
- (E) give the Assignee the full benefit of this Agreement.

2.3 Within ten (10) Business Days of the Effective Date, the Assignor shall deliver up to the Assignee the following items:

- (A) originals of all registration certificates and renewal certificates for the Trade Marks (where applicable);
- (B) copies of any and all duly filed applications to record the Assignee as the registered proprietor of the Assignor Intellectual Property (including, without limitation, the Trade Marks).

2.4 The Assignor and the Assignee authorise Deacons, Solicitors, Hong Kong (and/or its designee) to apply for the recordal of this Agreement on the relevant Intellectual Property register (including, but not limited to, the United States Patent and Trademark Office).

3. CONSIDERATION

In consideration of the assignment in Clause 2.1, and the rights and obligations set out in this Agreement, the Assignee pays the sum of one US dollar (US\$1) to the Assignor (the receipt and sufficiency of which are hereby acknowledged and agreed by the Assignor).

4. MISCELLANEOUS

4.1 Entire agreement. This Agreement constitutes the entire agreement between the Parties relating to its subject matter, and supersedes and extinguishes any and all previous drafts, agreements, promises, assurances, undertakings, understandings and arrangements between them of any nature, whether written or oral, relating to such subject matter.

4.2 No variation. The terms of this Agreement shall not be varied or modified except by an express agreement in writing signed by both Parties.

4.3 Assignment. Neither Party shall assign any of its rights or obligations under this Agreement to any third party without the prior written consent of the other Party.

4.4 Notices.

- (A) Any notice or other communication required to be given to a Party under, or in connection with, this Agreement shall be in writing in the English language and

sent to such Party at the address set out in Clause 4.4(B) (or as otherwise notified in writing by such Party from time to time) and shall be deemed delivered if delivered by:

- (i) hand, on the date of actual delivery;
- (ii) registered mail or recognised international courier, on the recorded date of receipt; or
- (iii) email, when sent from the email exchange, provided that any notice sent by email after 5:30 pm on any Business Day or at any time on a day which is not a Business Day shall be deemed to have been given at 9:00 am on the next Business Day.

(B) The address and other details of the Parties referred to in Clause 4.4(A) (and subject thereto) are:

Assignor:

Name: R2P Group Inc.
Attention: Nick Yerton, CEO
Address: Suite 31, 5860 Wes Los Positas Road
Pleasanton, California, 94588
USA

Email: nick@r2ppet.com

Assignee:

Name: R2P Global LLC
Attention: David Woodward, Director
Address: Maples Corporate Services Limited
PO Box 309, Ugland House
Grand Cayman, KY1-1104
Cayman Islands

Email: davidw@r2ppet.hk

- 4.5 **Force majeure.** If, by any reason of any event of force majeure or acts of God which shall directly or indirectly cause either of the Parties to this Agreement to be delayed in, or prevented from, performing any of the provisions of this Agreement, then such delay or non-performance shall not be deemed to be a breach of this Agreement and neither Party shall be responsible or liable to the other for such failure in delay or performance, and no loss or damage shall be claimed by either of the Parties hereto from the other by reason thereof.
- 4.6 **Further Assurance.** The Parties shall promptly do all things, execute all such documents, and perform all such acts as may be reasonably required to give the full and intended effect to this Agreement.
- 4.7 **No partnership or agency.** Nothing in this Agreement shall be construed to create a joint venture or place the Parties in a relationship of partners, nor does this Agreement make either Party the agent or legal representative of the other for any purpose whatsoever. The Parties further agree that no representation shall be made by either Party that would create an apparent agency, employment, partnership, or joint venture. Neither Party shall have the power, expressed or implied, to obligate or bind the other

in any manner whatsoever. Neither Party shall be responsible for any act or omission of the other or any employee of the other.

- 4.8 **Severability.** The provisions of this Agreement shall be severable, and if any provision, or part-provision, of this Agreement shall be held or declared to be illegal, invalid, or unenforceable, such illegality, invalidity, or unenforceability shall not affect any other provision, or part-provision, of this Agreement, and the remainder of this Agreement, disregarding such illegal, invalid or unenforceable provision, or part-provision, shall continue in full force and effect as through such illegal, invalid, or unenforceable provision, or part-provision, had not been contained in this Agreement.
- 4.9 **Waiver.** No provision of this Agreement shall be deemed waived, unless such waiver shall be in writing and signed by the Party against which the waiver is sought to be enforced. The waiver by either of the Parties of any breach of any provision, or part provision, of this Agreement by the other Party shall not be construed to be either a waiver of any succeeding breach of any such provision or a waiver of the provision itself. No single or partial exercise of any right or remedy shall prevent or restrict further exercise of that or any other right or remedy.
- 4.10 **Governing law and jurisdiction.** This Agreement and any disputes or claims arising out of, or in connection with, it or its subject matter or formation (including non-contractual disputes or claims) are governed by, and construed in accordance with, the laws of Hong Kong, and each of the Parties irrevocably submits to the non-exclusive jurisdiction of the Hong Kong courts.
- 4.11 **Counterparts.** This Agreement may be executed in counterparts, all of which shall constitute one agreement between the Parties.
- 4.12 **Third party rights.** This Agreement does not create any right enforceable by any person who is not a party to this Agreement under the Contracts (Rights of Third Parties) Ordinance (Chapter 623 of the Laws of Hong Kong) (the "Ordinance"), but this Clause does not affect a right or remedy of a third party that exists or is available apart from this Ordinance.

[SIGNATURE PAGE FOLLOWS]

SCHEDULE 1: Trade MarksPart 1: Trade marks

BLISSFUL REST	FELINE FIRST	PUFF SQUEAK
BUDDY & BELLA	FUNNY FARMS	R2P PET
CATEGORIES	GNAWBBERS	RAW HIDERS
CATTY CORNER	HAVEN PREMIUM PET BEDDING	ROMPI
CHEW BOTS	HIGH VIZ TECHNOLOGY	SILLY BUMS
CHEW SHOES	HOUND & HAVEN	SPRONG
CRASH PAD	HUSH PLUSH INSTINCTS	STUFT
CUDDLE MONSTERS	KNOT ORDINARY	SUPER PLUSH
CUDDLE SPOT	MAD CAT	TWINKLE TWEET
DENTA DISH	MASHERS	WAGGISH
DETAILS	MEGAMUTT	WILD INSTINCTS
DONUT DOZER	MULTITEX	ZANY BUNCH
DREAM MAT		ZIGGLER GIGGLER
EASY SLEEPER		


Part 2: Trade mark applications/registrations

Trade mark	Country	Registered proprietor	Application / Registration no.	Filing date	Status
BLISSFUL REST	USA	R2P Group Inc.	4584531	14/02/14	Registered
BUDDY & BELLA	USA	R2P Group Inc.	87621381	25/09/17	Application filed
CATEGORIES	USA	R2P Group Inc.	4256465	21/12/11	Registered
CATTY CORNER	USE	R2P Group Inc.	4324459	21/09/12	Registered
CHEW BOTS	USA	R2P Group Inc.	4396864	21/09/12	Registered
CHEW SHOES	USA	R2P Group Inc.	67457205	19/05/17	Application filed
CRASH PAD	USA	R2P Group Inc.	4324353	04/09/12	Registered
CUDDLE MONSTERS	USA	R2P Group Inc.	4734920	23/08/14	Registered
CUDDLE SPOT	USA	R2P Group Inc.	4584532	14/02/14	Registered
DENTA DISH	USA	R2P Group Inc.	5041193	25/03/16	Registered
DETAILS	USA	R2P Group Inc.	4662217	10/01/14	Registered
DETAILS	USA	R2P Group Inc.	4399876	05/02/13	Registered

Trade mark	Country	Registered proprietor	Application / registration no.	Filing date	Status
DONUT DOZER	USA	R2P Group Inc.	4597220	14/02/14	Registered
DREAM MAT	USA	R2P Group Inc.	4597215	14/02/14	Registered
EASY SLEEPER	USA	R2P Group Inc.	4597217	14/02/14	Registered
FELINE FIRST	USA	R2P Group Inc.	4236496	22/12/11	Registered
FUNNY FARMS	USA	R2P Group Inc.	4186648	21/12/11	Registered
GNAWSBERG	USA	R2P Group Inc.	4960186	30/09/15	Registered
HAVEN PREMIUM PET BEDDING	USA	R2P Group Inc.	4743751	04/12/14	Registered
HIGH VIZ TECHNOLOGY	USA	R2P Group Inc.	4763041	29/04/14	Registered
HIGH VIZ TECHNOLOGY	USA	R2P Group Inc.	4721789	28/04/14	Registered
HOUND & HAVEN	USA	R2P Group Inc.	87621389	25/09/17	Application filed
HUSH PLUSH	USA	R2P Group Inc.	87621358	25/09/17	Application filed
INSTINCTS	USA	R2P Group Inc.	4454760	09/05/13	Registered
KNOT ORDINARY	USA	R2P Group Inc.	4390910	04/09/12	Registered
MAD CAT	USA	R2P Group Inc.	5026447	11/01/16	Registered
MASHERS	USA	R2P Group Inc.	4256445	16/12/11	Registered
MEGAMUTT	USA	R2P Group Inc.	4787503	08/12/14	Registered
MULTITEX	USA	R2P Group Inc.	4256446	16/12/11	Registered
PUFF SQUEAK	USA	R2P Group Inc.	4616935	22/02/14	Registered
R2P PET	USA	R2P Group Inc.	4263517	16/12/11	Registered
RAW HIDERS	USA	R2P Group Inc.	4390961	21/09/12	Registered
ROMPI	USA	R2P Group Inc.	4517778	16/09/13	Registered
SILLY BUMS	USA	R2P Group Inc.	4186260	16/12/11	Registered
SPRONG	USA	R2P Group Inc.	4232564	20/09/11	Registered
STUFF	USA	R2P Group Inc.	4324462	21/09/12	Registered
SUPER PLUSH	USA	R2P Group Inc.	4228109	16/12/11	Registered
TWINKLE TWEET	USA	R2P Group Inc.	4580211	22/02/14	Registered
WAGGISH	USA	R2P Group Inc.	5022503	11/01/16	Registered
WILD INSTINCTS	USA	R2P Group Inc.	5119250	01/06/16	Registered
ZANY BUNCH	USA	R2P Group Inc.	4609613	24/02/14	Registered
ZIGGLER GIGGLER	USA	R2P Group Inc.	4609564	22/02/14	Registered

IN WITNESS WHEREOF, the Parties have caused this Agreement to be duly executed.

SIGNED by a duly authorized
representative for and on behalf of
R2P GROUP INC.

Name: *Nick Yerton*
Title: *CEO*
Signed: 

SIGNED by a duly authorized
representative for and on behalf of
R2P GLOBAL LLC

Name: *David Woodward*
Title: *Director*
Signed: 