

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM454714

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Avi Arad & Associates, LLC		12/15/2017	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Arad Productions, Inc.		
<b>Street Address:</b>	3679 Motor Ave. #203		
<b>City:</b>	Los Angeles		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	90034		
<b>Entity Type:</b>	Corporation: CALIFORNIA		
<b>PROPERTY NUMBERS Total: 3</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3136874	RESCUE PETS	
<b>Registration Number:</b>	3360791	RESCUE PETS	
<b>Registration Number:</b>	4418863	THE INNOCENT	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	3105565361		
<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>			
<b>Phone:</b>	310-203-7178		
<b>Email:</b>	kchoi@irell.com		
<b>Correspondent Name:</b>	Irell & Manella LLP, Attn: Kirstin Choi		
<b>Address Line 1:</b>	1800 Avenue of the Stars Ste 900		
<b>Address Line 4:</b>	Los Angeles, CALIFORNIA 90067		
<b>NAME OF SUBMITTER:</b>	Kirstin Choi		
<b>SIGNATURE:</b>	/s/ Kirstin Choi		
<b>DATE SIGNED:</b>	12/15/2017		
<b>Total Attachments: 2</b>			
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**TRADEMARK ASSIGNMENT**

This TRADEMARK ASSIGNMENT (this “Assignment”) is entered into by Avi Arad & Associates, LLC, a Delaware limited liability company, having a place of business located at is 3679 Motor Ave. #203, Los Angeles, California 90034 (“Assignor”), as assignor, in favor of Arad Productions, Inc., a California corporation, having a place of business located at 3679 Motor Ave. #203, Los Angeles, California 90034 (“Assignee”), as assignee, with reference to the following facts and circumstances:

Whereas, Assignor and Assignee are parties to that certain Agreement and Plan of Merger, dated as of December 15, 2017 (the “Agreement”), pursuant to which Assignor has or will merge with and into Assignee.

Whereas, in connection with the Agreement, it is the desire of Assignor to hereby assign and transfer to Assignee all of Assignor’s right, title and interest, in and to the Trademarks as set forth in the Agreement.

WHEREAS, Assignor is the proprietor of the following United States Trademark registrations (the “Trademarks”):

Trademark	Registration No.	Issue Date
RESCUE PETS	3,136,874	August 29, 2006
RESCUE PETS	3,360,791	December 25, 2007
THE INNOCENT	4,418,863	October 15, 2013

WHEREAS, Assignee desires to acquire all right, title and interest in and to these Trademarks and related rights, including Assignor’s portion of the business to which these marks pertain and the goodwill of the Assignor with respect to these marks.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor does hereby irrevocably assign and transfer unto Assignee all right, title and interest of Assignor in and to the Trademarks, including without limitation, the Trademark registrations identified above, together with the goodwill of the business symbolized by the marks, as well as its entire right, title and interest in and to any and all common law rights to the Trademarks, and any and all claims and demands it may have either at law or in equity arising out of any past infringements.

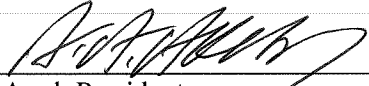
Notwithstanding any other provision of this Assignment to the contrary, nothing contained in this Assignment shall in any way supersede, modify, replace, amend, change, rescind, waive, exceed, expand, enlarge or in any way affect the provisions of the Agreement, including representations, warranties, covenants, agreements, conditions, or in general any of the rights and remedies and any of the obligations of Assignor or Assignee set forth in the Agreement. This Assignment is intended only to effect the transfer of the Trademarks as agreed by the parties pursuant to the Agreement and shall be governed entirely in accordance with the terms and conditions of the Agreement. In the event that any provisions of this Assignment shall be construed to conflict with any provision in the Agreement, the provision in the Agreement shall control.

Assignor does hereby expressly agree that procedures be taken with the United States Patent and Trademark Office singly by Assignee to record the transfer of the Trademarks to Assignee.

In testimony whereof, Assignor has caused this Assignment to be executed by its officer thereunto duly authorized.

Avi Arad & Associates, LLC

Dated: December 15, 2017

By:   
Avi Arad, President