

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM461426

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|---|--|-----------------------|----------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| PetGuard, Inc. | | 02/02/2018 | Corporation: FLORIDA |
| RECEIVING PARTY DATA | | | |
| Name: | PetGuard Holdings, LLC | | |
| Street Address: | 11512 Lake Mead Ave | | |
| Internal Address: | Unit 102 | | |
| City: | Jacksonville | | |
| State/Country: | FLORIDA | | |
| Postal Code: | 32256 | | |
| Entity Type: | Limited Liability Company: FLORIDA | | |
| PROPERTY NUMBERS Total: 1 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 1558332 | PETGUARD | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | | | |
| <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> | | | |
| Email: | lacey@rezlegal.com | | |
| Correspondent Name: | David Jeans | | |
| Address Line 1: | 816 A1A North | | |
| Address Line 2: | Suite 204 | | |
| Address Line 4: | Ponte Vedra Beach, FLORIDA 32082 | | |
| NAME OF SUBMITTER: | David Jeans | | |
| SIGNATURE: | /David Jeans/ | | |
| DATE SIGNED: | 02/08/2018 | | |
| Total Attachments: 3 | | | |
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| source=EXECUTED - Trademark Assignment (00422565xB33F6)#page2.tif | | | |
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OP \$40.00 1558332

TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (this "Assignment"), is made as of the 2nd day of February, 2018 (the "Effective Date") by and between Pet Guard, Inc., a Florida corporation ("Assignor") and PetGuard Holdings, LLC, a Florida limited liability company ("Assignee").

WHEREAS, Assignor is the owner of the standard character trademark for "PETGUARD" which has been registered with the United States Patent and Trademark Office (the "USPTO") and assigned Registration No. 1558332 (the "Trademark");

WHEREAS, Assignor desires to convey, transfer, assign, and deliver to Assignee the Trademark, and Assignee desires to accept such conveyance, transfer, assignment, and delivery, all in accordance with the terms and conditions set forth below; and

WHEREAS, Assignee shall file or cause to be filed with the USPTO all forms and applications necessary to evidence Assignor's conveyance of the Trademark to Assignee.

NOW, THEREFORE, in exchange for Ten and No/100 Dollars (\$10.00) and other valuable consideration, the receipt of which is hereby acknowledged, Assignor hereby irrevocably conveys, transfers, assigns, delivers, and contributes to Assignee: (i) all of Assignor's right, title, and interest of whatever kind in and to the Trademark in the United States and all jurisdictions outside the United States; (ii) all goodwill symbolized by the Trademark (including, without limitation, the right to renew any registrations included in the Trademark, the right to apply for trademark registrations within or outside the United States based in whole or in part upon the Trademark, and any priority right that may arise for the Trademark); (iii) all rights to sue for and recover damages and profits based on any past, present or future infringement and/or dilution of any of Assignor's rights in or to the Trademark or injury to the goodwill associated with the Trademark, whether known or unknown, the same to be held and enjoyed by Assignee as fully and entirely as said interest could have been held and enjoyed by Assignor had this sale, assignment, transfer and conveyance not been made; and (iv) any and all rights associated with the foregoing.

Assignor irrevocably authorizes the officials at the USPTO to record the transfer of the Trademark to Assignee as assignee of Assignor's entire right, title, and interest therein.

[Signatures on the following page]

IN WITNESS WHEREOF, Assignor has caused this Assignment to be duly executed and delivered as of the day and year first written above.

ASSIGNOR:

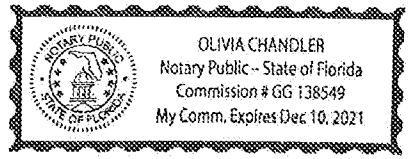
Pet Guard, Inc., a Florida corporation

By: *Steven L. Sherman*
Name: Steven L. Sherman
Its: *Vice President*

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 2018, by _____, of Pet Guard, Inc., a Florida corporation, who is personally known to me or has produced a _____ as identification.

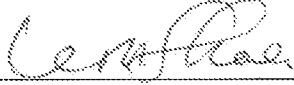
Olivia Chandler
Notary Name: *Olivia Chandler*
Notary Public, State of *FL*
Commission No: _____
My commission expires: _____
(Notary Seal)



ACCEPTED BY:

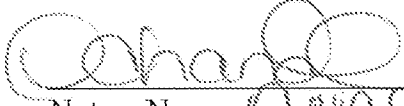
ASSIGNEE:

PetGuard Holdings, LLC, a Florida limited liability company

By: 
Name: William Shaner
Its: CEO

STATE OF FLORIDA
COUNTY OF Duval

The foregoing instrument was acknowledged before me this ____ day of _____, 2018, by _____, of PetGuard Holdings, LLC, a Florida limited liability company, who is personally known to me or has produced a PASS exp. 10/28/20 as identification.


Notary Name: Olivia Chandler
Notary Public, State of FL
Commission No: _____
My commission expires: _____
(Notary Seal)

