

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM462441

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Dog Days LLC		10/16/2017	Limited Liability Company: GEORGIA
Begg'n To Stay LLC		10/16/2017	Limited Liability Company: GEORGIA
Dog Days Westside, LLC		10/16/2017	Limited Liability Company: GEORGIA
RECEIVING PARTY DATA			
Name:	Destination Pet, LLC		
Street Address:	2010 215th PL SE		
City:	Sammamish		
State/Country:	WASHINGTON		
Postal Code:	98075		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	3511359	DOG DAYS	
Registration Number:	4699540	BEGG'N TO STAY	
Registration Number:	4699541		
CORRESPONDENCE DATA			
Fax Number:	6123408827		
<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:	612-492-6819		
Email:	ip.docket@dorsey.com		
Correspondent Name:	Evan P. Everist, Dorsey & Whitney LLP		
Address Line 1:	50 South Sixth Street		
Address Line 2:	Suite 1500		
Address Line 4:	Minneapolis, MINNESOTA 55402-1498		
NAME OF SUBMITTER:	Evan Everist		
SIGNATURE:	/Evan Everist/		
DATE SIGNED:	02/16/2018		

OP \$90.00 3511359

Total Attachments: 4

source=Dog Days - IP Assignment (executed)-v1#page1.tif

source=Dog Days - IP Assignment (executed)-v1#page2.tif

source=Dog Days - IP Assignment (executed)-v1#page3.tif

source=Dog Days - IP Assignment (executed)-v1#page4.tif

INTELLECTUAL PROPERTY ASSIGNMENT

This Intellectual Property Assignment is entered into effective as of October 16, 2017 by and among Destination Pet, LLC, a Delaware limited liability company (“*Assignee*”) and Dog Days LLC, Begg’n To Stay LLC, and Dog Days Westside, LLC, each a Georgia limited liability company, (collectively, the “*Assignors*”).

WHEREAS, Assignors and Assignee have executed that certain Asset Purchase Agreement dated the date hereof (the “*Asset Purchase Agreement*”);

WHEREAS, Assignors utilize certain registered and unregistered trademarks in connection with its business, as described in Exhibit A hereto (the “*Trademarks*”); ; and

WHEREAS, pursuant to the terms of the Asset Purchase Agreement, Assignors desire to assign and Assignee desires to receive all of Assignors’ rights, title and interest in and to the Trademarks and any and all goodwill associated therewith.

NOW, THEREFORE, for good and valuable consideration as set forth in the Asset Purchase Agreement, the receipt and sufficiency of which is hereby acknowledged, Assignors and Assignee hereby agree as follows:

Assignors hereby distribute, transfer, assign, and otherwise convey to Assignee, all of Assignors’ rights, title, and interest in and to the Trademarks, along with the goodwill of the business symbolized by or associated with the Trademarks and all rights to proceeds of the foregoing, including without limitation, any rights of action by the Assignors, and the right to take proceedings and to seek and recover damages and all other available remedies, against third parties for past, present, or future infringement of the Trademarks.

Assignors agree to execute and deliver at the request of Assignee all papers, instruments, and assignments, and to perform any other reasonable acts Assignee may request in order to vest all of Assignors’ rights, title, and interest in and to the Trademarks in Assignee and/or to provide evidence to support any of the foregoing in the event such evidence is deemed necessary by Assignee, to the extent such evidence is in the possession or control of the Assignor.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have executed this Intellectual Property Assignment as of the date first set forth above.

Dog Days LLC

By: Jon Johnson
Name: Jon Johnson
Title: Manager

Destination Pet, LLC

By Destination Pet Holdings, LLC, its sole member

By: _____
Name: Shane Kelly
Title: Manager

Begg'n To Stay LLC

By: Jon Johnson
Name: Jon Johnson
Title: Manager

Dog Days Westside, LLC

By: Jon Johnson
Name: Jon Johnson
Title: Manager

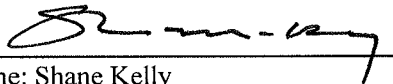
IN WITNESS WHEREOF, the parties hereto have executed this Intellectual Property Assignment as of the date first set forth above.

Dog Days LLC

By: _____
Name:
Title: Manager

Destination Pet, LLC

By Destination Pet Holdings, LLC, its sole member

By: 
Name: Shane Kelly
Title: Manager

Begg'n To Stay LLC

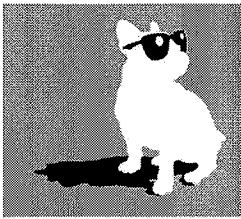
By: _____
Name:
Title: Manager

Dog Days Westside, LLC

By: _____
Name:
Title: Manager

EXHIBIT A

Registered Intellectual Property:

Mark	Class: Services	Reg. No.	Reg. Date	Registrant
DOG DAYS	43: Kennel services, namely, boarding for pets; Boarding for animals; Pet boarding services	3,511,359	October 7, 2008	Dog Days, LLC
BEGG'N TO STAY	43: Kennel services, namely, boarding for pets; Boarding for animals; Pet boarding services	4,699,540	March 10, 2015	Dog Days, LLC
	43: Kennel services, namely, boarding for pets; Boarding for animals; Pet boarding services	4,699,541	March 10, 2015	Dog Days, LLC

Unregistered Intellectual Property:

The name "Dog Days Westside"