

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM462440

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
The Petz Plaza, L.L.C.		11/06/2017	Limited Liability Company: LOUISIANA
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: 1			
Property Type	Number	Word Mark	
Registration Number:	2795759	THE PETZ PLAZA	
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		
Total Attachments: 4			
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OP \$40.00 2795759

INTELLECTUAL PROPERTY ASSIGNMENT

This Intellectual Property Assignment is entered into effective as of November 6, 2017 by and among Destination Pet, LLC, a Delaware limited liability company ("**Assignee**") and The Petz Plaza, L.L.C., a Louisiana limited liability company, ("The Petz Plaza" or the "**Assignor**").

WHEREAS, Assignor and Assignee have executed that certain Asset Purchase Agreement dated the date hereof (the "**Asset Purchase Agreement**");

WHEREAS, Assignor utilizes certain registered and unregistered trademarks in connection with its business, as described in Exhibit A hereto (the "**Trademarks**");

WHEREAS, Assignor owns and utilizes certain patents in connection with its business, as described in Exhibit A hereto (the "**Patents**"); and

WHEREAS, pursuant to the terms of the Asset Purchase Agreement, Assignor desires to assign and Assignee desires to receive all of Assignor's rights, title and interest in and to the Trademarks and Patents 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, Assignor and Assignee hereby agree as follows:

Assignor hereby distributes, transfers, assigns, and otherwise conveys to Assignee, all of Assignor's rights, title, and interest in and to the Trademarks and Patents, along with the goodwill of the business symbolized by or associated with the Trademarks and Patents and all rights to proceeds of the foregoing, including without limitation, any rights of action by the Assignor, 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 and Patents.

Assignor agrees 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 Assignor's rights, title, and interest in and to the Trademarks and Patents 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.

The Petz Plaza, L.L.C.

Destination Pet, LLC

By: Destination Pet Holdings, LLC, its sole member

By: _____

Name: Clarence Hackett, DVM

Title: Managing Member

By: _____

Name: Shane Kelly

Title: Manager

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

The Petz Plaza, L.L.C.

Destination Pet, LLC

By: Destination Pet Holdings, LLC, its sole member

By: _____
Name: Clarence Hackett, DVM
Title: Managing Member

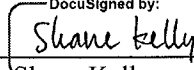
DocuSigned by:

By: _____
Name: Shane Kelly
Title: Manager

EXHIBIT A

Registered Intellectual Property:

United States Trademark Registration No. 2795759 (“The Petz Plaza”)

Unregistered Intellectual Property:

All other intellectual property of any kind related to the Assignor’s business.