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# TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 ETAS ID: TM461998 Stylesheet Version v1.2

SUBMISSION TYPE: NEW ASSIGNMENT

NATURE OF CONVEYANCE: ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL

#### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Innovetive Petcare Holdings, LLC		02/13/2018	Corporation: DELAWARE

## **RECEIVING PARTY DATA**

Name:	Innovetive Petcare, Inc.		
Street Address:	1464 E Whitestone Blvd.		
Internal Address:	Ste. 1703		
City:	Cedar Park		
State/Country:	TEXAS		
Postal Code:	78613		
Entity Type:	Corporation: DELAWARE		

#### **PROPERTY NUMBERS Total: 1**

Property Type	Number	Word Mark
Registration Number:	4878205	INNOVETIVE PET CARE

# **CORRESPONDENCE DATA**

**Fax Number:** 2063599000

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:** 206-359-8000

**Email:** pctrademarks@perkinscoie.com

Correspondent Name: Seth H. Reagan

Address Line 1: 1201 Third Ave, Ste 4900
Address Line 4: Seattle, WASHINGTON 98101

NAME OF SUBMITTER: Seth H. Reagan
SIGNATURE: /Seth H. Reagan/
DATE SIGNED: 02/13/2018

### **Total Attachments: 3**

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> TRADEMARK REEL: 006276 FRAME: 0349

#### TRADEMARK ASSIGNMENT AGREEMENT

**THIS TRADEMARK ASSIGNMENT** (this "<u>Assignment</u>") is made and entered into as of February 13, 2018 ("<u>Effective Date</u>") by and between Innovetive Petcare Holdings, LLC, a Delaware limited liability company ("<u>Assignor</u>") and Innovetive Petcare, Inc., a Delaware corporation ("<u>Assignee</u>").

**WHEREAS,** Assignor is the sole and exclusive owner of the entire right, title and interest in and to the trademarks and service marks which are the subject of the applications and registrations set forth on <u>Schedule A</u> (the "<u>Marks</u>");

WHEREAS, Assignee is a wholly owned subsidiary of Assignor;

**WHEREAS**, the Marks are used in connection with the business currently conducted by Assignee, which business is ongoing; and

WHEREAS, Assignor wishes to assign to Assignee, and Assignee wishes to acquire from Assignor, all right, title and interest in and to the Marks, together with the goodwill associated with the Marks and that portion of the business related thereto.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby sells, transfers, assigns and conveys to Assignee, free and clear of any and all liens and encumbrances, the entire right, title and interest in, to and under the Marks, together with the goodwill of the business associated therewith, for the United States and for all foreign countries, including, without limitation, all common law rights associated therewith, any registrations that issue from the Marks, any renewals and extensions of such registrations and all corresponding rights that are or may be secured under the laws of the United States or any foreign country or multi-national registration body, now or hereafter arising or in effect, for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors, assigns and other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment had not been made, together with all rights to collect royalties, products and proceeds in connection with any of the foregoing and all rights to sue for past, present or future infringement, misappropriation, unfair competition, dilution or other violation of the foregoing, and all rights to recover damages or lost profits in connection therewith, and all rights corresponding thereto throughout the world.

Assignor hereby requests the United States Commissioner of Patents and Trademarks to record Assignee as the assignee and owner of the Marks.

This Assignment shall be governed by and construed in accordance with the laws of the State of Delaware without giving effect to any choice or conflict of law provision or rule that would cause the application of the laws of any jurisdiction other than the state of Delaware.

This Assignment may be signed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

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# SIGNATURE PAGE TO TRADEMARK ASSIGNMENT AGREEMENT

IN WITNESS WHEREOF, Assignor has caused its duly authorized representative to execute this Trademark Assignment Agreement as of this 13th day of February, 2018.

INNOVETIVE PETCARE HOLDINGS, LLC

By:\_\_\_

Name: Henry Ziller Title: Manager

Agreed to and Accepted by:

INNOVETIVE PETCARE, INC.

Name: Henry Ziller Title: President

TRADEMARK
REEL: 006276 FRAME: 0351

# SCHEDULE A TO TRADEMARK ASSIGNMENT

Mark	Status	Registration No.	Registration Date	Record Owner
INNOVETIVE PET CARE	Registered	4,878,205	l '	INNOVETIVE PETCARE HOLDINGS, LLC

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**RECORDED: 02/13/2018** 

TRADEMARK REEL: 006276 FRAME: 0352