OP \$40.00 5196142

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM463059

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL	

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Mr James W Dixon		02/22/2018	INDIVIDUAL: UNITED STATES

RECEIVING PARTY DATA

Name:	PetMethod LLC
Street Address:	2305 S Knox Ct
City:	Denver
State/Country:	COLORADO
Postal Code:	80219
Entity Type:	Limited Liability Company: DELAWARE

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	5196142	SCOUT

CORRESPONDENCE DATA

Fax Number:

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: 3022937505

Email: james@scoutforpets.com

Correspondent Name: James Dixon
Address Line 1: 2305 S Knox Ct

Address Line 4: Denver, COLORADO 80219

NAME OF SUBMITTER:	James Dixon
SIGNATURE:	/james dixon/
DATE SIGNED:	02/22/2018

Total Attachments: 6

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Trademark Assignment

This Trademark Assignment (hereinafter referred to as the "Assignment") is made and entered into on February 23, 2018 (the "Effective Date") by and between the following parties:

James William Dixon

2305 S Knox Cr Denver, Colorado 80219

(the "Assignor")

AND

PetMethod LLC

a Delaware Limited Liability Company (LLC) 2305 S Knox Ct Denver, Colorado 80219

(the "Assignee")

WHEREAS, the Assignor is the sole and rightful owner of certain trademarks and/or service marks and the corresponding registrations and/or applications for registration (collectively referred to as the Trademarks) set forth in Exhibit A attached hereto; and

WHEREAS, the Assignee desires to purchase or acquire the Assignor's right, title, and interest in and to the Trademarks; and

WHEREAS, the Assignor and Assignee are both duly authorized and capable of entering into this Assignment.

NOW, THEREFORE, for valuable consideration, the receipt of which is acknowledged. the parties hereto agree as follows:

1. ASSIGNMENT.

The Assignor does hereby sell, assign, transfer and set over to Assignee all of its right, title, and interest in and to the Trademarks in the United States and all jurisdictions outside the United States including, without limitation, the ongoing and existing portion of the Assignor's business associated with the Trademarks, together with the goodwill of the business connected with and symbolized by the Trademarks (including, without limitation, the right to sue and recover for any past or continuing infringements or contract breaches related to the Trademarks, the right to renew any registrations included in the Trademarks, the right to apply for trademark registrations within or outside the United States based in whole or in part upon the Trademarks, and any priority right that may arise from the Trademarks), the same to be held and enjoyed by Assignee as fully and

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entirely as said interest could have been held and enjoyed by Assignor had this sale, assignment, transfer and conveyance not been made.

The Assignor authorizes the United States Patent and Trademark Office and any other applicable jurisdictions outside the United States to record the transfer of the registrations and/or registration applications set forth in Exhibit A to Assignee as recipient of Assignors entire right, title and interest therein.

Assigner further agrees to upon the request and at the expense of Assignee: (a) cooperate with Assignee in the protection of the trademark rights and prosecution and protection of foreign counterparts; (b) execute, verify, acknowledge and deliver all such further papers, including registration applications and instruments of transfer; and (c) perform such other acts as Assignee lawfully may request to obtain or maintain the Trademarks and any and all applications and registrations for the Trademarks.

2. WARRANTY.

Assignor warrants that Assignor is the legal owner of all right, title and interest in the Trademarks, that the Trademarks have not been previously pledged, assigned, or encumbered and that this Assignment does not infringe on the rights of any person.

3. GOVERNING LAW.

This Assignment is governed by, and is to be construed in accordance with the laws of the State of Colorado.

4. ENTIRE AGREEMENT.

This Assignment constitutes the sole agreement of the parties and supersedes all oral negotiations and prior writings with respect to the subject matter hereof.

5. SEVERABILITY.

If one or more provisions of this Assignment are held to be unenforceable under applicable law, the parties agree to renegotiate such provision in good faith. If the parties cannot reach a mutually agreeable and enforceable replacement for such provision, then (i) such provision will be excluded from this Assignment, (ii) the balance of the Assignment will be interpreted as if such provision were so excluded and (iii) the balance of the Assignment will be enforceable in accordance with its terms.

6. ADVICE OF COUNSEL.

EACH PARTY ACKNOWLEDGES THAT, IN EXECUTING THIS AGREEMENT, SUCH PARTY HAS HAD THE OPPORTUNITY TO SEEK THE ADVICE OF INDEPENDENT LEGAL COUNSEL, AND HAS READ AND UNDERSTOOD ALL OF THE TERMS AND

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PROVISIONS OF THIS AGREEMENT. THIS AGREEMENT WILL NOT BE CONSTRUED AGAINST ANY PARTY BY REASON OF THE DRAFTING OR PREPARATION HEREOF.

IN WITNESS whereof, the Assignor and Assignee have executed this Agreement as of the Effective Date.

Assignor:

By:

Assignee:

By:

Date: 2/22

[Notary Acknowledgement to Follow]

REEL: 006277 FRAME: 0784

Exhibit A

List of Trademark/Service Mark

Trademark/Service mark: Scout

Registration/Application number: 5196142

Marin Spirit

Dated: May 02, 2017

120,1258

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Assignor Acknowledgement

State of COLORADO)
County of DENVER)
evidence to be the person whose name is su me that he/she executed the same in his/her the instrument the person, or the entity upor instrument.	e undersigned Notary Public, personally appeared SNOR, who proved to me on the basis of satisfactory bscribed to the within instrument and acknowledged to authorized capacity, and that by his/her signature on behalf of which the person acted, executed the
I certify under PENALTY OF PERJURY unforegoing paragraph is true and correct.	inder the laws of the State of Colorado that the
WITNESS my hand and official seal.	THU HUOMG T. VU NOTARY PUBLIC STATE OF COLORADO NOTARY 10 20 104028337 MY COMMISSION EXPIRES 01.04.2019
Notary Public	(Notary Seal)
01/04/2019 My commission expires	

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Assignee Acknowledgement

State of COLORADO)	
County of DENVER)	
On Feb 29 nd 218 before Sames Dixon evidence to be the person whose name that he/she executed the same in the instrument the person, or the entinstrument.	_ASSIGNEE, who proved to me of me is subscribed to the within instru- this/her authorized capacity, and that	n the basis of satisfactory iment and acknowledged to t by his/her signature on
I certify under PENALTY OF PER foregoing paragraph is true and cor		f Colorado that the
WITNESS my hand and official sea	ıl.	
Thuthur Yotary Public	(Notary Seal)	THU HUONG T. VU NOTARY PUBLIC STATE OF COLORADO NOTARY ID 20104028337 MY COMMISSION EXPRES 01494-2019
01/04/2019 My commission expires		

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