

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM465913

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
SIMPLICITY PET CARE, LLC		01/01/2018	Corporation: FLORIDA
RECEIVING PARTY DATA			
Name:	TARGETED PET TREATS, LLC		
Street Address:	Mill Street Meadville		
City:	Crawford		
State/Country:	PENNSYLVANIA		
Postal Code:	16335		
Entity Type:	Corporation: PENNSYLVANIA		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	4565207	SENSES PREMIUM NUTRITION	
Registration Number:	4523221	PATRIOT 5 STAR	
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>			
Phone:	239-437-1197		
Email:	jlevins@levinslegal.com		
Correspondent Name:	Jess Levins		
Address Line 1:	6843 Porto Fino Circle		
Address Line 4:	Fort Myers, FLORIDA 33912		
NAME OF SUBMITTER:	Jess Levins, Esq.		
SIGNATURE:	/JWL/		
DATE SIGNED:	03/16/2018		
Total Attachments: 10			
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PATRIOT 5 STAR
TRADEMARK ASSIGNMENT AGREEMENT

TRADEMARK ASSIGNMENT AGREEMENT

This Trademark Assignment Agreement (the "Agreement") is effective as of January 1, 2018 (the "Effective Date") by and between SIMPLICITY PET CARE, LLC, a corporation duly organized and existing under the laws of the State of Florida and having its principal place of business at 4912 Baybridge Boulevard, Estero, Florida 33928 ("Assignor") and TARGETED PET TREATS, LLC, a corporation duly organized and existing under the laws of the State of Pennsylvania and having its principal place of business at Mill Street Meadville, Crawford Pennsylvania 16335 ("Assignee").

A. WHEREAS, Assignor owns the entire right, title and interest in and to certain U.S. trademarks and services marks, registered, and filed with the United States Trademark Office, as listed in attached Exhibit A or otherwise using the prefix "PATRIOT 5 STAR" (the "Mark");

B. WHEREAS Assignor owns 100% of the outstanding stock of Assignee;

C. WHEREAS Assignee desires to acquire all of Assignor's right, title and interest, in and to the Mark together with all the goodwill of the business symbolized thereby, and Assignor desires to assign all such right, title and interest in and to the Mark to Assignee, upon the terms and conditions set forth herein.

NOW, THEREFORE, for good and valuable consideration the receipt and sufficiency of which is hereby acknowledged by Assignor, the parties agree as follows:

1. Assignor hereby conveys and assigns to Assignee, and Assignee hereby accepts from Assignor, all of Assignor's right, title and interest in and to the Mark, together with the goodwill of the business symbolized by the Mark.

2. Assignor represents and warrants that:

(i) Assignor owns the entire right, title and interest in and to the Mark;

(ii) all registrations for the Mark are currently valid and subsisting and in full force and effect;

(iii) Assignor has not licensed the Mark to any other person or entity or granted, either expressly or impliedly, any trademark or servicemark rights with respect to the Mark to any other person or entity;

(iv) there are no liens or security interests against the Mark;

(v) Assignor has all authority necessary to enter into this Agreement and the execution and delivery of this Agreement has been duly and validly authorized; and

(vi) execution of this Assignment and performance of Assignor's obligations hereunder shall not violate or conflict with any other agreement to which Assignor is a party or provision of Assignor's Certificate of Incorporation or By-laws.

3. Assignor shall execute and deliver to Assignee on or before the Effective Date the Trademark Assignment in the form shown in Exhibit B. At any time, and from time to time after the Effective Date, at Assignee's request, Assignor shall execute and deliver such other instruments of sale, transfer, conveyance, assignment and confirmation and take such other action, at Assignor's expense, as Assignee may reasonably deem necessary or desirable in order to perfect or otherwise enable the transfer, conveyance and assignment to Assignee and to confirm Assignee's title to the Mark and any and all federal and state trademark registrations thereof or applications therefore. Assignor further agrees to assist Assignee and to provide such reasonable cooperation and assistance to Assignee, at Assignee's expense, as Assignee may reasonably deem necessary and desirable in exercising and enforcing Assignee's rights in the Mark.

4. For and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable consideration, to Assignor in hand paid by Assignee, the receipt whereof is hereby acknowledged, has granted, bargained, and sold to the said Assignee, their heirs and assigns forever, the Mark.

5. After the Effective Date, Assignor agrees to make no further use of the Mark or any mark confusingly similar thereto, anywhere in the world, except as may be expressly authorized by the parties in writing, and Assignor agrees to not challenge Assignee's use or ownership, or the validity, of the Mark.

6. Assignor and Assignee agree that the terms of this Agreement shall take precedence over any contrary terms.

7. This Agreement shall be binding on and shall inure to the benefit of the parties to this Agreement and their successors and assigns, if any.

8. Miscellaneous.

(a) This Agreement, Exhibit A, and the Trademark Assignment whose form is shown in Exhibit B constitute the entire agreement of the parties with regard to the subject matter hereof. No modifications of or additions to this Agreement shall have effect unless in writing and properly executed by both parties, making specific reference to this Agreement by date, parties, and subject matter.

(b) This Agreement and the rights and obligations of the parties hereunder shall be governed by and construed in accordance with the laws of Florida, without regard to its conflict of laws principles, and shall be enforceable against the parties in the courts of Florida. For such purpose, each party hereby irrevocably submits to the jurisdiction of such courts, and agrees that all claims in respect of this Agreement may be heard and determined in any of such courts.

(c) This Agreement may be signed by each party separately, in which case attachment of all of the parties' signature pages to this Agreement shall constitute a fully-executed agreement.

(d) Any provision of this Agreement that is invalid, illegal or unenforceable in any jurisdiction shall, as to that jurisdiction, be ineffective to the extent of such invalidity, illegality or unenforceability, without affecting in any way the remaining provisions of this Agreement in

such jurisdiction or rendering that or any other provision of this Agreement invalid, illegal or unenforceable in any other jurisdiction.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective duly authorized representatives as of the day and year above written.

ASSIGNOR:

SIMPLICITY PET CARE, LLC

By: 

Name: C. ELLIOTT HAVERLACK

Title: President

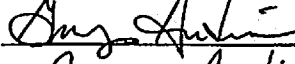
By: 

Name: MICHAEL SAN ROMAN

Title: Vice President

ASSIGNEE:

TARGETED PET TREATS, LLC

By: 

Name: Gregory Arotch

Title: President

Exhibit A

<u>Serial No.</u>	<u>Country</u>	<u>Title/Mark</u>
85891680	United States	PATRIOT 5 STAR

Exhibit B

**IN THE UNITED STATES PATENT AND TRADEMARK OFFICE
TRADEMARK ASSIGNMENT**

WHEREAS, SIMPLICITY PET CARE, LLC, a corporation duly organized and existing under the laws of the State of Florida and having its principal place of business at 4912 Baybridge Boulevard, Estero, Florida 33928 ("Assignor") owns all the right, title and interest in and to the federal trademark registrations of the Mark identified in Schedule A hereto (the "Mark") and all foreign registrations everywhere in the world; and

WHEREAS, TARGETED PET TREATS, LLC, a corporation duly organized and existing under the laws of the State of Pennsylvania and having its principal place of business at Mill Street Meadville, Crawford Pennsylvania 16335 ("Assignee"), desires to acquire all right, title and interest in and to the Mark, the registrations thereof, and the goodwill associated therewith.

NOW THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, Assignor hereby conveys and assigns to Assignee the entire right, title and interest in and to the Mark together with all goodwill of the business represented and symbolized thereby with all rights to sue and recover damages and/or profits for past infringements.

1/31/18
Date

SIMPLICITY PET CARE, LLC

By: 

Name: C. ELLIOTT HAVERLACK

Title: President

1/31/18
Date

SIMPLICITY PET CARE, LLC

By: 

Name: MICHAEL SAN ROMAN

Title: Vice President

TRADEMARK

REEL: 006293 FRAME: 0123

SENSES PREMIUM NUTRITION
TRADEMARK ASSIGNMENT AGREEMENT

TRADEMARK ASSIGNMENT AGREEMENT

This Trademark Assignment Agreement (the "Agreement") is effective as of January 1, 2018 (the "Effective Date") by and between SIMPLICITY PET CARE, LLC, a corporation duly organized and existing under the laws of the State of Florida and having its principal place of business at 4912 Baybridge Boulevard, Estero, Florida 33928 ("Assignor") and TARGETED PET TREATS, LLC, a corporation duly organized and existing under the laws of the State of Pennsylvania and having its principal place of business at Mill Street Meadville, Crawford Pennsylvania 16335 ("Assignee").

A. WHEREAS, Assignor owns the entire right, title and interest in and to certain U.S. trademarks and services marks, registered, and filed with the United States Trademark Office, as listed in attached Exhibit A or otherwise using the prefix "SENSES PREMIUM NUTRITION" (the "Mark");

B. WHEREAS Assignor owns 100% of the outstanding stock of Assignee;

C. WHEREAS Assignee desires to acquire all of Assignor's right, title and interest, in and to the Mark together with all the goodwill of the business symbolized thereby, and Assignor desires to assign all such right, title and interest in and to the Mark to Assignee, upon the terms and conditions set forth herein.

NOW, THEREFORE, for good and valuable consideration the receipt and sufficiency of which is hereby acknowledged by Assignor, the parties agree as follows:

1. Assignor hereby conveys and assigns to Assignee, and Assignee hereby accepts from Assignor, all of Assignor's right, title and interest in and to the Mark, together with the goodwill of the business symbolized by the Mark.

2. Assignor represents and warrants that:

- (i) Assignor owns the entire right, title and interest in and to the Mark;
- (ii) all registrations for the Mark are currently valid and subsisting and in full force and effect;
- (iii) Assignor has not licensed the Mark to any other person or entity or granted, either expressly or impliedly, any trademark or servicemark rights with respect to the Mark to any other person or entity;
- (iv) there are no liens or security interests against the Mark;
- (v) Assignor has all authority necessary to enter into this Agreement and the execution and delivery of this Agreement has been duly and validly authorized; and
- (vi) execution of this Assignment and performance of Assignor's obligations hereunder shall not violate or conflict with any other agreement to which Assignor is a party or provision of Assignor's Certificate of Incorporation or By-laws.

3. Assignor shall execute and deliver to Assignee on or before the Effective Date the Trademark Assignment in the form shown in Exhibit B. At any time, and from time to time after the Effective Date, at Assignee's request, Assignor shall execute and deliver such other instruments of sale, transfer, conveyance, assignment and confirmation and take such other action, at Assignor's expense, as Assignee may reasonably deem necessary or desirable in order to perfect or otherwise enable the transfer, conveyance and assignment to Assignee and to confirm Assignee's title to the Mark and any and all federal and state trademark registrations thereof or applications therefore. Assignor further agrees to assist Assignee and to provide such reasonable cooperation and assistance to Assignee, at Assignee's expense, as Assignee may reasonably deem necessary and desirable in exercising and enforcing Assignee's rights in the Mark.

4. For and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable consideration, to Assignor in hand paid by Assignee, the receipt whereof is hereby acknowledged, has granted, bargained, and sold to the said Assignee, their heirs and assigns forever, the Mark.

5. After the Effective Date, Assignor agrees to make no further use of the Mark or any Mark confusingly similar thereto, anywhere in the world, except as may be expressly authorized by the parties in writing, and Assignor agrees to not challenge Assignee's use or ownership, or the validity, of the Mark.

6. Assignor and Assignee agree that the terms of this Agreement shall take precedence over any contrary terms.

7. This Agreement shall be binding on and shall inure to the benefit of the parties to this Agreement and their successors and assigns, if any.

8. Miscellaneous.

(a) This Agreement, Exhibit A, and the Trademark Assignment whose form is shown in Exhibit B constitute the entire agreement of the parties with regard to the subject matter hereof. No modifications of or additions to this Agreement shall have effect unless in writing and properly executed by both parties, making specific reference to this Agreement by date, parties, and subject matter.

(b) This Agreement and the rights and obligations of the parties hereunder shall be governed by and construed in accordance with the laws of Florida, without regard to its conflict of laws principles, and shall be enforceable against the parties in the courts of Florida. For such purpose, each party hereby irrevocably submits to the jurisdiction of such courts, and agrees that all claims in respect of this Agreement may be heard and determined in any of such courts.

(c) This Agreement may be signed by each party separately, in which case attachment of all of the parties' signature pages to this Agreement shall constitute a fully-executed agreement.

(d) Any provision of this Agreement that is invalid, illegal or unenforceable in any jurisdiction shall, as to that jurisdiction, be ineffective to the extent of such invalidity, illegality or unenforceability, without affecting in any way the remaining provisions of this Agreement in

such jurisdiction or rendering that or any other provision of this Agreement invalid, illegal or unenforceable in any other jurisdiction.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective duly authorized representatives as of the day and year above written.

ASSIGNOR:

SIMPLICITY PET CARE, LLC

By: 

Name: C. ELLIOTT HAVERLACK

Title: President

By: 

Name: MICHAEL SAN ROMAN

Title: Vice President

ASSIGNEE:

TARGETED PET TREATS, LLC

By: 

Name: Gregory Austin

Title: President

Exhibit A

<u>Serial No.</u>	<u>Country</u>	<u>Title/Mark</u>
85891760	United States	SENSES PREMIUM NUTRITION

Exhibit B

**IN THE UNITED STATES PATENT AND TRADEMARK OFFICE
TRADEMARK ASSIGNMENT**

WHEREAS, SIMPLICITY PET CARE, LLC, a corporation duly organized and existing under the laws of the State of Florida and having its principal place of business at 4912 Baybridge Boulevard, Estero, Florida 33928 ("Assignor") owns all the right, title and interest in and to the federal trademark registrations of the marks identified in Schedule A hereto (the "Mark") and all foreign registrations everywhere in the world; and

WHEREAS, TARGETED PET TREATS, LLC, a corporation duly organized and existing under the laws of the State of Pennsylvania and having its principal place of business at Mill Street Meadville, Crawford Pennsylvania 16335 ("Assignee"), desires to acquire all right, title and interest in and to the Mark, the registrations thereof, and the goodwill associated therewith.

NOW THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, Assignor hereby conveys and assigns to Assignee the entire right, title and interest in and to the Mark together with all goodwill of the business represented and symbolized thereby with all rights to sue and recover damages and/or profits for past infringements.

Date

1/31/18

SIMPLICITY PET CARE, LLC

By:

Name: C. ELLIOTT HAVERLACK

Title: President

Date

1/31/18

SIMPLICITY PET CARE, LLC

By:

Name: MICHAEL SAN ROMAN

Title: Vice President

TRADEMARK