

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM469549

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	NUNC PRO TUNC ASSIGNMENT		
<b>EFFECTIVE DATE:</b>	08/31/2017		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
QIANHAI ITRONICS TECHNOLOGY (SHENZHEN) CO., LTD.		08/31/2017	Limited Liability Company: CHINA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	IPETS, INC.		
<b>Street Address:</b>	1209 Orange Street		
<b>Internal Address:</b>	Corporation Trust Center		
<b>City:</b>	Wilmington		
<b>State/Country:</b>	DELAWARE		
<b>Postal Code:</b>	19801		
<b>Entity Type:</b>	Corporation: DELAWARE		
<b>PROPERTY NUMBERS Total: 3</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4515886	IPETS	
<b>Registration Number:</b>	4522965	I PETS	
<b>Registration Number:</b>	4526676	PETAINER	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	9136479057		
<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>			
<b>Phone:</b>	9136479050		
<b>Email:</b>	tmdocketing.burbach@hoveywilliams.com		
<b>Correspondent Name:</b>	CHERYL L. BURBACH		
<b>Address Line 1:</b>	10801 MASTIN BLVD., SUITE 1000		
<b>Address Line 4:</b>	OVERLAND PARK, KANSAS 66210		
<b>ATTORNEY DOCKET NUMBER:</b>	2289.00000/IPETS Assgmt		
<b>NAME OF SUBMITTER:</b>	Cheryl L. Burbach		
<b>SIGNATURE:</b>	/Cheryl L. Burbach/		
<b>DATE SIGNED:</b>	04/12/2018		

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**Total Attachments: 7**

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## ASSIGNMENT OF INTELLECTUAL PROPERTY AGREEMENT

This ASSIGNMENT OF INTELLECTUAL PROPERTY AGREEMENT (this "Assignment"), is entered into and made effective as of the 31st day of August, 2017, by and between 前海爱创思科技（深圳）有限公司 a/k/a QIANHAI ITRONICS TECHNOLOGY (SHENZHEN) CO., LTD, a Chinese limited liability company, with its registered address at Block A-201, 1 Qianwan 1st Road, Qianhai, Shenzhen, Guangdong, China and with its legal representative Hu Jun, President, in Shenzhen, People's Republic of China ("Assignor"), and IPETS, INC., Delaware corporation, with its registered address at 1209 Orange Street, Corporation Trust Center, Wilmington, Delaware 19801 and its successors and assigns ("Assignee"). Assignee and Assignor are sometimes referred to herein individually as a "Party" and collectively as the "Parties".

WHEREAS, Assignee and Assignor are parties to that certain Asset Purchase Agreement, dated of even date herewith (as amended, restated, or otherwise modified from time to time, the "Purchase Agreement"). Capitalized terms used but not otherwise defined in this Assignment shall have the respective meanings ascribed to such terms in the Purchase Agreement.

WHEREAS, under the terms of the Purchase Agreement, Assignor has agreed to convey, transfer, and assign to Assignee, among other assets, certain Intellectual Property of Assignor, and has agreed to execute and deliver this Assignment for recording with Governmental Authorities, including, but not limited to, the United States Patent and Trademark Office, Commissioner for Patents, the Commissioner for Trademarks, the State Intellectual Property Office of the People's Republic of China ("SIPO") and the China Trademark Office ("CTMO").

WHEREAS, this Assignment is being executed and delivered by the Parties in connection with the consummation of the transactions contemplated by the Purchase Agreement.

NOW THEREFORE, the Parties, therefore, hereby agree as follows.

1. Assignment. In consideration for the execution of the Purchase Agreement, the payment of the consideration stipulated in the Purchase Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby irrevocably conveys, transfers, and assigns to Assignee, and Assignee hereby accepts, all of Assignor's right, title, and interest in, to, and under the following (collectively, the "Assigned IP"):

(a) the patents and patent applications set forth on Schedule 1 hereto, the inventions described therein, and all issuances, divisions, continuations, continuations-in-part, reissues, extensions, reexaminations, and renewals thereof, including all priority rights, and the right to claim priority rights and the privileges and benefits thereof, including those under the International Convention, and all other conventions, and the worldwide right to file applications for said inventions in Assignee's own name (collectively, the "Patents");

(b) the trademark registrations and applications set forth on Schedule 2 hereto, together with the goodwill connected with the use thereof and symbolized thereby, and all issuances, extensions, and renewals thereof (collectively, the "Trademarks");

(c) all rights of any kind whatsoever of Assignor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions, and otherwise throughout the world (including for the avoidance of doubt, any common law rights);

(d) any and all royalties, fees, income, payments, and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

(e) any and all claims and causes of action with respect to any of the foregoing, whether accruing before, on, and/or after the date hereof, including all rights to and claims for damages, restitution, and injunctive and other legal and equitable relief for past, present, and future infringement, dilution, misappropriation, violation, misuse, breach, or default, with the right but not the obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

2. Recording and Further Actions.

(a) Assignor authorizes the Commissioner for Patents, the SIPO and any other governmental officials to record and register this Assignment upon request by Assignee. Assignor shall take such reasonable steps and actions following the date hereof, including the execution of documents, files, registrations, or other similar items, to ensure that the Patents are properly assigned to Assignee, or any assignee or successor thereto. In the event that any of the applications for the assignment of Patents from Assignor to Assignee filed with the Commissioner of Patents or SIPO is provisionally disapproved by the Commissioner of Patents or SIPO, Assignor shall, within ten (10) working days after receiving the notice from Assignee, execute any and all further instruments and otherwise take all actions that may be necessary in order that the applications for the assignment of Patents can be approved by the Commissioner of Patents or SIPO.

(b) Assignor authorizes the Commissioner for Trademarks, the CTMO, and any other governmental officials to record and register this Assignment upon request by Assignee. Assignor shall take such reasonable steps and actions following the date hereof, including the execution of documents, files, registrations, or other similar items, to ensure that the Trademarks are properly assigned to Assignee, or any assignee or successor thereto. In the event that any of the applications for the assignment of Trademarks Assignor to Assignee is provisionally disapproved by the Commissioner for Trademarks or CTMO, Assignor shall, within ten working days after receiving the notice sent on behalf of Assignee, execute any and all further instruments and otherwise take all actions that may be necessary in order that the applications for the assignment of Trademarks can be approved by the Commissioner for Trademarks or CTMO.

3. Warranties. Assignor represents and warrants that it has the full right to convey the entire right, title and interest herein assigned, that it has not licensed Intellectual Property to any other person or entity or granted, either expressly or impliedly, any patent or trademark rights with respect to the Patents and Trademarks to any other person or entity, that there are no liens or security interests against the Patents or Trademarks, that it will not take any action, use any Patent or Trademark rights, or execute any instrument or grant or transfer any rights, title or interests inconsistent with the rights, title and interests assigned herein and will not challenge the validity of Assignee's title to Patents or Trademarks of Assignee or oppose or petition to cancel or invalidate any applications filed or granted in respect of the foregoing by Assignee.

4. Terms of the Purchase Agreement. Nothing contained in this Assignment shall be deemed to modify, limit, expand, supersede, or amend any rights or obligations of Assignor or Assignee under the Purchase Agreement. To the extent any conflict arises between any of the terms and provisions of this Assignment and any of the terms and provisions of the Purchase Agreement, the terms and provisions of the Purchase Agreement shall govern and control.

5. Successors and Assigns. This Assignment shall be binding upon and inure to the benefit of the Parties and their respective successors and assigns.

6. Governing Law. This Assignment shall be governed by and construed in accordance with the internal laws of the State of Tennessee without giving effect to any choice or conflict of law provision or rule (whether of the State of Tennessee or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than those of the State of Tennessee.

7. Counterparts. This Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Assignment delivered by facsimile, e-mail, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Assignment.

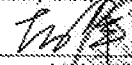
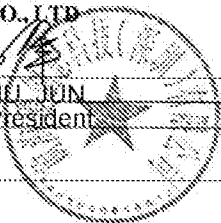
8. Amendment and Modification. This Assignment may only be amended, modified, or supplemented by an agreement in writing signed by each Party.

[SIGNATURE PAGE FOLLOWS]

The Parties are signing this Assignment, nunc pro tunc, effective as of August 31, 2017, as of the date first set forth above.

**ASSIGNOR:**

前海爱创恩科技(深圳)有限公司 a/k/a  
QIANHAI TRONICS TECHNOLOGY  
(SHENZHEN) CO., LTD

By:   
Name: HEI JIM  
Title: President  
Seal: 

**ASSIGNEE:**

IPETS, INC.

By: \_\_\_\_\_  
Name: Chris Chandler  
Title: Chief Financial Officer

The Parties are signing this Assignment., nunc pro tunc, effective as of August 31, 2017, as of the date first set forth above.

**ASSIGNOR:**

前海爱创思科技（深圳）有限公司 a/k/a  
QIANHAI ITRONICS TECHNOLOGY  
(SHENZHEN) CO., LTD

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Seal: \_\_\_\_\_

**ASSIGNEE:**

iPETS, INC.

By:  \_\_\_\_\_

Name: Chris Chandler

Title: Chief Financial Officer

**SCHEDULE 1**

**PATENTS AND PATENT APPLICATIONS**

None.



**SCHEDULE 2**

**TRADEMARKS AND TRADEMARK APPLICATIONS**

	<b>Trademark in USA</b>	<b>Status</b>	<b>Renewal date</b>	<b>Registration Number</b>	<b>Registration Date</b>	<b>Goods and Services</b>	<b>Owner</b>
United States	iPets (text)	Registered	04/14/2019	4515886	4/15/2014	9	(REGISTRANT) Hu, Jun INDIVIDUAL CHINA 2/F, Building B, Riliang Tech. Zone District 22, Baoan Shenzhen, Guangdong CHINA (LAST LISTED OWNER) QIANHAI ITRONICS TECHNOLOGY (SHENZHEN) CO.,LTD CORPORATION CHINA BLOCK A-201,1 QIANWAN 1ST ROAD, QIANHAI SHENZHEN CHINA
United States	iPets (design)	Registered	04/28/2019	4522965	04/29/2014	9	(REGISTRANT) Hu, Jun INDIVIDUAL CHINA 2/F, Building B, Riliang Tech. Zone District 22, Baoan Shenzhen, Guangdong CHINA (LAST LISTED OWNER) QIAN HAI ITRONICS TECHNOLOGY (SHENZHEN) CO.,LTD CORPORATION CHINA BLOCK A-201,1 QIANWAN 1ST ROAD, QIANHAI SHENZHEN CHINA
United States	Petainer (design)	Registered	05/05/2019	4526676	05/06/2014	9	(REGISTRANT) Hu, Jun INDIVIDUAL CHINA 2/F, Building B, Riliang Tech. Zone District 22, Baoan Shenzhen, Guangdong CHINA (LAST LISTED OWNER) QIANHAI ITRONICS TECHNOLOGY (SHENZHEN) CO.,LTD CORPORATION CHINA BLOCK A-201,1 QIANWAN 1ST ROAD, QIANHAI SHENZHEN CHINA