TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2

ETAS ID: TM475039

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

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Sergeant's Pet Care Products, Inc.		04/16/2018	Corporation: MICHIGAN

RECEIVING PARTY DATA

Name:	PetSmart, Inc.	
Street Address:	19601 N. 27th Avenue	
City:	Phoenix	
State/Country:	ARIZONA	
Postal Code:	85027	
Entity Type:	Corporation: DELAWARE	

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Serial Number:	87764933	QUICKTABS

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: 6232953118

ccasey@petsmart.com Email: Christine A. Casey **Correspondent Name:** Address Line 1: 19601 N. 27th Avenue

Address Line 2: PetSmart, Inc.

Address Line 4: Phoenix, ARIZONA 85027

NAME OF SUBMITTER:	Christine A. Casey
SIGNATURE:	/Christine A. Casey/
DATE SIGNED:	05/22/2018

Total Attachments: 2

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> **TRADEMARK** REEL: 006380 FRAME: 0090

TRADEMARK ASSIGNMENT

This Trademark Assignment (the "Assignment") is made as of the date shown in the signature block hereto (the "Effective Date") by and between Sergeant's Pet Care Products, Inc. ("Assignor"), a corporation of the State of Michigan, having its principal place of business in Allegan, Michigan; and PetSmart, Inc. ("Assignee"), a corporation of the State of Delaware, having a principal place of business in Phoenix, AZ.

Assignor owns the mark QUICKTABS in the United States (the "Mark") and filed a federal trademark application for the Mark, U.S. Serial No. 87/764,933, on January 22, 2018 (the "Application"). Assignor has used the Mark to identify various goods offered and sold, or otherwise made available by Assignor, including "Flea and tick control products, namely, antiparasitic tablets," which is the description of goods shown in the Application.

Assignor now desires to assign to Assignee, and Assignee desires to receive from Assignor, all of Assignor's right, title, and interest in and to the Application and the Mark, together with all Assignor's goodwill associated therewith and symbolized thereby.

NOW, THEREFORE, in consideration of the payment by Assignee to Assignor of the sum of ten dollars (\$10.00), the receipt and sufficiency of which are acknowledged, the Assignor hereby makes the following assignment of all its right, title, and interest in and to the Mark and the Application:

- 1. <u>The Mark and the Application</u>. The Mark and the Application being assigned by Assignor to Assignee hereunder (together with all associated goodwill) are as described above.
- Assignment. Assignor does hereby sell, assign, transfer, and convey to Assignee
 its entire right, title, and interest in and to the Application and the Mark, together with all
 of Assignor's goodwill associated therewith and symbolized thereby.
- 3. <u>Goodwill</u>. The said sale, transfer, assignment, and conveyance includes all the goodwill of the business of Assignor associated with and symbolized by the said mark.
- 4. Other Actions. Assignor agrees to execute and deliver all instruments and documents and to do all other reasonable acts appropriate to perfect in Assignee clear and exclusive title to the Registration, the Mark, and the rights transferred hereunder.
- 5. Additional Rights. In addition to the other rights referenced herein, Assignor specifically assigns to Assignee all its claims (if any) to recover for any infringement or other violation of rights in or to the Application or the Mark, whether such infringement or violation occurs in the future or has occurred in the past. This right includes the right to sue for injunctive relief and monetary damages and to recover attorney's fees for its own account and benefit and with no right of accounting to Assignor. Assignor agrees to cooperate with Assignee in any such action, at Assignee's expense. Assignee is authorized to communicate with the United States Patent and Trademark Office (the "USPTO"), and

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the USPTO is authorized to receive and act upon all instructions, communications, correspondence, or other information sent or provided by Assignee to the same extent as if this Assignment had not been made and such item had been received from Assignor.

IN WITNESS WHEREOF, the Assignor has executed this Trademark Assignment as of the date shown below.

Sergeant's Pet Care Products, Inc.

Signature:

Name: Neal Wilmore

Title: VP & General Manager

Date:

PetSmart, Inc.

V Name: <u>Gary Steven Chattin</u>

Title: Vice President Dog & Cat Hardgoods Merchandising

Date: