

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM476794

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
PEACEFUL PAWS, LLC		12/20/2017	Limited Liability Company: CALIFORNIA
RECEIVING PARTY DATA			
Name:	PET LOSS SERVICES NORTH AMERICA, LLC		
Street Address:	Two Northshore Center		
City:	Pittsburgh		
State/Country:	PENNSYLVANIA		
Postal Code:	15212		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	4577453	INTO THE SUNSET	
Registration Number:	4581695	INTO THE SUNSET PET TRANSITION CENTER	
CORRESPONDENCE DATA			
Fax Number:	4122810717		
<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:	4124545005		
Email:	docketingpgh@pepperlaw.com		
Correspondent Name:	Pepper Hamilton LLP		
Address Line 1:	500 Grant Street, Suite 5000		
Address Line 4:	Pittsburgh, PENNSYLVANIA 15219		
ATTORNEY DOCKET NUMBER:	132258.13 Peaceful Paws		
NAME OF SUBMITTER:	Jennifer L. Setting		
SIGNATURE:	/Jennifer L. Setting/		
DATE SIGNED:	06/05/2018		
Total Attachments: 8			
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INTELLECTUAL PROPERTY ASSIGNMENT

THIS INTELLECTUAL PROPERTY ASSIGNMENT (this "Assignment"), is made and entered into as of December 20, 2017, by and among between PET LOSS SERVICES NORTH AMERICA, LLC, a Delaware limited liability company ("Buyer"), and PEACEFUL PAWS, LLC a California Limited Liability Company, Sarit Dhupa and Vivianne Villanueva (Collectively "Sellers"). Capitalized terms used but not otherwise defined herein shall have the meaning ascribed thereto in the Asset Purchase Agreement (as defined below).

WITNESSETH

WHEREAS, Buyer and Sellers have entered into an Asset Purchase Agreement on December 20, 2017(as the same may be amended, modified or supplemented from time to time, the "Asset Purchase Agreement");

WHEREAS, pursuant to the Asset Purchase Agreement, Sellers have agreed to sell, contribute, convey, assign, transfer and deliver to Buyer all rights, titles and interests in and to the Intellectual Property of Seller used primarily in the operation of the Business (the "Assigned Intellectual Property"), and Buyer has agreed to purchase and acquire the Assigned Intellectual Property upon the terms and subject to the conditions set forth in the Asset Purchase Agreement; and

WHEREAS, the parties desire to carry out the intent and purpose of the Asset Purchase Agreement by Sellers' execution and delivery to Buyer of this Assignment evidencing the vesting in Buyer of the Assigned Intellectual Property, subject to the provisions of the Asset Purchase Agreement.

NOW, THEREFORE, in consideration of the premises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree hereby as follows:

Section 1. Upon the terms and conditions of the Asset Purchase Agreement, Sellers hereby irrevocably sell, contribute, convey, assign, transfer and deliver to Buyer, its successors and assigns, and Buyer hereby accepts from Sellers, all of Sellers' rights, titles and interests in and to the Assigned Intellectual Property, along with all income, royalties, damages and payments arising out of or relating to enforcement, licensing, transfer or sale of such Assigned Intellectual Property and due or payable to Sellers as of the Closing or thereafter, including damages and payments for past, present or future infringements or misappropriations thereof, or other conflicts therewith, the right to sue and recover for past, present or future infringements or misappropriations thereof, or other conflicts therewith, and any and all corresponding rights that, now or hereafter, may be secured throughout the world, including all copies and tangible embodiments of any such Assigned Intellectual Property in Sellers' possession or control, in accordance with the terms of the Asset Purchase Agreement.

Section 2. Sellers hereby request and authorize the United States Patent and Trademark Office, the United States Copyright Office, the applicable internet domain name registration authority, and any other applicable Governmental Authority or registrar (including any applicable foreign or international office or registrar), to record Buyer as the owner of the patents, trademarks, copyrights, domain names or other Assigned Intellectual Property (as applicable), and to issue any and all patents, trademarks, copyrights, domain names or other Assigned Intellectual Property (as applicable) to Buyer, as assignee of the entire rights, titles and interests in and to the same, for the sole use and enjoyment of Buyer, its successors, assigns or other legal representatives. Buyer shall have the right to record this Assignment with all applicable Governmental Authorities and registrars so as to perfect its ownership of the Assigned Intellectual Property.

Section 3. Without limitation of any other obligations of Sellers set forth in the Asset Purchase Agreement, Sellers hereby covenant that, from time to time after the delivery of this Assignment, at Buyer's request and without further consideration, Sellers will do, execute, acknowledge and deliver, or will cause to be done, executed, acknowledged and delivered, all further acts, deeds, conveyances, transfers, assignments, powers of attorney and assurances as reasonably may be required to more effectively convey, transfer to and vest in Buyer any of the Assigned Intellectual Property, including assistance in the collection or reduction to possession of any such Assigned Intellectual Property, and including execution and delivery of all documents necessary to record in the name of Buyer any and all patents, trademarks, copyrights and domain names included in such Assigned Intellectual Property with the United States Patent and Trademark Office, the United States Copyright Office, the applicable Internet domain name registration authority, and any other applicable Governmental Authority or registrar (including any applicable foreign or international office or registrar). Sellers shall immediately deliver to Buyer all copies and tangible embodiments of all Assigned Intellectual Property.

Section 4. Nothing in this Assignment, express or implied, is intended or shall be construed to confer upon, or give to, any person other than Buyer and its successors and assigns, any remedy or claim under or by reason of this Assignment or any terms, covenants or conditions hereof, and all of the terms, covenants and conditions, promises and agreements contained in this Assignment shall be for the sole and exclusive benefit of Buyer and its successors and assigns.

Section 5. Subject to the terms of Section 9.2 of the Asset Purchase Agreement, this Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns, effective immediately upon its delivery to Buyer.

Section 6. Nothing contained in this Assignment shall in any way supersede, modify, replace, amend, change, rescind, expand, exceed or enlarge or in any way affect the provisions, including the warranties, covenants, agreements, conditions, rights, remedies or obligations of Sellers or Buyer set forth in the Asset Purchase Agreement. Notwithstanding anything contained herein to the contrary, in the event of any inconsistency between the terms set forth herein and the terms set forth in the Asset Purchase Agreement, the terms set forth in the Asset Purchase Agreement shall control.

Section 7. This Assignment and all documents, instruments and agreements executed and delivered pursuant to the terms and provisions hereof shall be governed by and construed in accordance with the Laws of the State of Delaware as to all matters, including matters of validity, construction, effect, performance and remedies.

Section 8. Any provision of this Assignment may be amended or waived if, but only if, such amendment or waiver is in writing and is signed, in the case of an amendment, by each party to this Assignment, or in the case of a waiver, by the party against whom the waiver is to be effective.

Section 9. This Assignment may be executed in one or more counterparts, all of which shall be deemed an original, and all of which together shall constitute one and the same instrument. In proving this Assignment, it shall not be necessary to produce or account for more than one such counterpart signed by the party against whom enforcement is sought.

[Signature Page Follows]

IN WITNESS WHEREOF, the undersigned have caused this Assignment to be executed as of the date first written above.

BUYER:

**PET LOSS SERVICES NORTH AMERICA,
LLC**

By: _____
Name:
Title:

SELLERS:

PEACEFUL PAWS, LLC

By: _____
Name:
Title:

MEMBERS

Sarit Dhupa

Vivianne Villanueva

[SIGNATURE PAGE TO IP ASSIGNMENT]

IN WITNESS WHEREOF, the undersigned have caused this Assignment to be executed as of the date first written above.

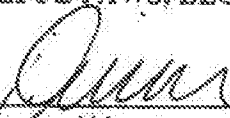
BUYER:

PET LOSS SERVICES NORTH AMERICA,
LLC



By: _____
Name:
Title:

SELLERS:

PEACEFUL PAWS, LLC

By:  _____
Name: Vivianne Villanueva
Title: Manager

MEMBERS

 _____
Sarit Dhupa
 _____
Vivianne Villanueva

[SIGNATURE PAGE TO IP ASSIGNMENT]

IN WITNESS WHEREOF, the undersigned have caused this Assignment to be executed as of the date first written above.

BUYER:

**PET LOSS SERVICES NORTH AMERICA,
LLC**

By: _____

Name:

Title:


Sean Dunn
V.P.

SELLERS:

PEACEFUL PAWS, LLC

By: _____

Name:

Title:

MEMBERS

Sarit Dhupa

Vivianne Villanueva

[SIGNATURE PAGE TO IP ASSIGNMENT]

5.7 Intellectual Property.

Trademark: INTO THE SUNSET

File Number: 113558-4

Country: U.S.

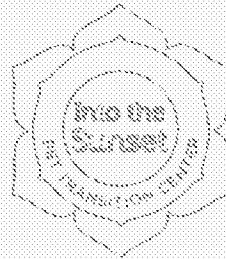
Class: 20 -- Pet funerary urns/pet caskets; 44 -- Pet hospices/veterinary services; 45 -- Pet cremation funerary services/pet funeral and memorialization services accompanying cremation

Serial Number File Date: 86/035,840 (8/12/13)

Registration Number Issue Date: 4,577,453 (7/29/14)

Status: Section 8&15 Affidavits due between 7/29/19 and 7/29/20; Renewal due between 7/29/23 and 7/29/24

Trademark: INTO THE SUNSET PET TRANSITION CENTER and Design



File Number: 113558-4

Country: U.S.

Class: 20 -- Pet funerary urns/pet caskets; 44 -- Pet hospices/veterinary services; 45 -- Pet cremation funerary services/pet funeral and memorialization services accompanying cremation

Serial Number File Date: 86/035,848 (8/12/13)

Registration Number Issue Date: 4,581,695 (8/5/14)

Status: Section 8&15 Affidavits due between 8/5/19 and 8/5/20; Renewal due between 8/5/23 and 8/5/24

Trademark: PEACEFUL PAWS Current Use Application (ABANDONED)

File Number: 113558-4

Country: U.S.

Class: 20 -- Pet funerary urns; 45 -- Pet cremation funerary services

Serial Number File Date: 85/656,143 (6/19/12)

Registration Number Issue Date: N/A

Status: 11/22/13 Abandoned

Trademark: PET TRANSITION CENTER (ABANDONED)

File Number: 113558-4

Country: U.S.

Class: 44 -- Pet hospices/Veterinary services; 45 -- Pet funeral services accompanying cremation

Serial Number File Date: 87/744,426 (10/3/12)

Registration Number Issue Date: N/A

Status: 9/6/13 Abandoned

Website: <http://www.peacefulpawspet.com> (Domain name and all content on site owned by U.S. Company)