

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM493925

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Planet Ventures Inc.		10/11/2018	Corporation: MAINE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	The Kyjen Company, LLC		
<b>Street Address:</b>	15514 E. Hinsdale Circle		
<b>City:</b>	Centennial		
<b>State/Country:</b>	COLORADO		
<b>Postal Code:</b>	80112		
<b>Entity Type:</b>	Limited Liability Company: COLORADO		
<b>PROPERTY NUMBERS Total: 31</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	5499608	STROBE	
<b>Registration Number:</b>	4924485	CAMPUS DOG	
<b>Registration Number:</b>	4497880	SNOOP	
<b>Registration Number:</b>	4184375	MAZEE	
<b>Registration Number:</b>	3222718	PLANET CAT	
<b>Registration Number:</b>	3204691	ZOOM FLYER	
<b>Registration Number:</b>	3209771	SIT. SPEAK. ACT.	
<b>Registration Number:</b>	3204684	DOUBLE-TUFF	
<b>Registration Number:</b>	3091455	RECYCLEBALL	
<b>Registration Number:</b>	3091454	RECYCLEBONE	
<b>Registration Number:</b>	3600204	GUS	
<b>Registration Number:</b>	3541789	WHISTLE BALL	
<b>Registration Number:</b>	3086569	SNACK SACK	
<b>Registration Number:</b>	2916527	ORBEE-TUFF	
<b>Registration Number:</b>	3881032	WOOD CHUCK	
<b>Registration Number:</b>	3281982	PLANET DOG EST. 1997	
<b>Registration Number:</b>	3281985	PLANET DOG	
<b>Registration Number:</b>	3565655	LET FREEDOM ROMP! DID YOU KNOW ALL OF PL	
<b>Registration Number:</b>	3530512	RESCUE. RAISE. LOVE. ADOPT.	

CH \$790.00 5499608

Property Type	Number	Word Mark
Registration Number:	3522099	WOOFMINSTER DOG SHOW
Registration Number:	3458983	SLOBBER-WICK
Registration Number:	2490662	PLANET DOG
Registration Number:	3171804	CAUTION TAILS WAGGING
Registration Number:	2816881	LIFE'S A BONE
Registration Number:	2921267	SHAKE N' PLAY
Registration Number:	2734523	JOWL TOWEL
Registration Number:	2536601	ORBEE
Registration Number:	2595968	LUNEE
Registration Number:	2169756	PLANET DOG
Serial Number:	88082547	GURU
Serial Number:	76394423	LOOPEE

**CORRESPONDENCE DATA**

**Fax Number:** 3129847700

*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:** 312-372-2000

**Email:** IPDocketmwe@mwe.com, jmikulina@mwe.com, sawolff@mwe.com

**Correspondent Name:** Jennifer M. Mikulina

**Address Line 1:** 444 West Lake Street

**Address Line 2:** Suite 4000

**Address Line 4:** Chicago, ILLINOIS 60606-5058

**NAME OF SUBMITTER:** Jennifer M. Mikulina

**SIGNATURE:** /Jennifer Mikulina/

**DATE SIGNED:** 10/15/2018

**Total Attachments: 7**

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## **TRADEMARK ASSIGNMENT**

This Trademark Assignment (this "Trademark Assignment") is effective as of October 11, 2018 and is between Planet Ventures Inc., a Maine corporation (the "Assignor") and The Kyjen Company, LLC, a Colorado limited liability company (the "Assignee").

### **RECITALS**

A. The Assignor is the owner of the trademarks set forth on Schedule A hereto, together with the goodwill of the business associated therewith (collectively referred to as the "Marks");

B. Pursuant to the terms of that certain Asset Purchase Agreement dated October 11, 2018 by and among the Assignor, the Assignee and certain other parties thereto (the "Purchase Agreement"), the Assignor has agreed to transfer all of its right, title and interest in and to the Marks to the Assignee;

C. In connection with the Purchase Agreement, the Assignor has agreed to transfer substantially all of the assets of the business to which the Marks relate, and that such business is ongoing; and

D. The Assignor desires to assign all of its right, title and interest in and to the Marks to the Assignee and the Assignee desires to acquire the Marks.

### **AGREEMENTS**

For the good and valuable consideration set forth in the Purchase Agreement, the receipt and sufficiency of which is hereby acknowledged, the Assignor and the Assignee hereby agree as follows:

1. The Assignor does hereby irrevocably sell, assign, transfer, convey and deliver to the Assignee, its successors and permitted assigns, all right, title and interest, in and to the Marks, and all of the goodwill of the business associated with the Marks, together with that portion of Assignor's business that is ongoing and existing to which the Marks pertain, and all registrations and pending applications for the Marks, any renewals of the registrations, in all countries throughout the world, for the Assignee's own use and enjoyment, and for the use and enjoyment of the Assignee's successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by the Assignor if this Trademark Assignment had not been made together with all causes of action for any and all previously occurring infringement of the rights being assigned and the right to receive and retain the proceeds relating to those infringements.

2. The Assignor hereby requests the Commissioner for Trademarks at the United States Patent and Trademark Office (the "Commissioner"), as well as his or her counterparts at the corresponding entities or agencies in any country or jurisdiction that may exercise authority over any of the Marks, to record this Trademark Assignment. The Assignor hereby further requests the Commissioner and his or her non-US counterparts to issue any and all trademark registrations

resulting from applications among the Marks or derived therefrom to the Assignee as assignee of the entire interest therein.

3. This Trademark Assignment is in all respects subject to the provisions of the Purchase Agreement and is not intended in any way to supersede, limit, qualify or expand any provision of the Purchase Agreement.

4. Upon reasonable request by the Assignee, the Assignor will execute further papers (including, without limitation, the execution and delivery of any and all affidavits, declarations, oaths, samples, exhibits, specimens, assignments, powers of attorney or other documentation) and to do such other acts as may be necessary or reasonably requested by the Assignee to vest full title in and to the Marks in the Assignee or which may be necessary to obtain, renew, issue or enforce the Marks. Assignor hereby authorizes Assignee, and does hereby make, constitute and appoint Assignee, and its officers, agents, successors and assigns with full power of substitution as the Assignor's true and lawful attorney-in-fact, with power, in Assignee's own name or the name of Assignor, to execute any such further papers; provided, that the Assignee shall not execute any such further papers unless the Assignor has failed to do so within five (5) business days of the Assignee's delivery to the Assignor of a written request therefor.

5. This Trademark Assignment may be executed in any number of counterparts (including by means of facsimile and electronically transmitted portable document format (pdf) signature pages), each of which shall be an original but all of which together shall constitute one and the same instrument.

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

7. No amendment of any provision of this Trademark Assignment shall be valid unless the same shall be in writing and signed by the Assignor and the Assignee. No waiver by any party of any provision of this Trademark Assignment or any default or breach of covenant hereunder, whether intentional or not, shall be valid unless the same shall be in writing and signed by the party against whom the waiver is to be effective nor shall such waiver be deemed to extend to any prior or subsequent default or breach of covenant hereunder or affect in any way any rights arising by virtue of any prior or subsequent such occurrence.

8. This Trademark Assignment shall be binding upon, and shall inure to the benefit of, the parties hereto and their respective successors and assigns.

\* \* \*

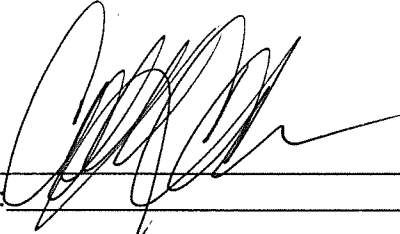
**IN WITNESS WHEREOF**, the Assignor and the Assignee have caused this Trademark Assignment to be executed as of the date first set forth above.

ASSIGNOR:

ASSIGNEE:

Planet Ventures Inc.

The Kyjen Company, LLC

By:   
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

IN WITNESS WHEREOF, the Assignor and the Assignee have caused this Trademark Assignment to be executed as of the date first set forth above.

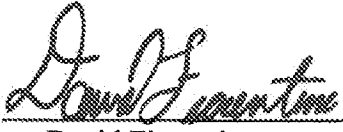
ASSIGNOR:

Planet Ventures Inc.

ASSIGNEE:

The Kyjen Company, LLC

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

By:  \_\_\_\_\_  
Name: David Fiorentino  
Its: Vice President and Secretary

Schedule A


**U.S. Trademark Applications and Registrations**

<b>Mark</b>	<b>Serial No. (Filing Date)</b>	<b>Reg. No. (Reg. Date)</b>
STROBE	87/633612 (10/04/2017)	5,499,608 (06/19/2018)
CAMPUS DOG	86/978321 (03/24/2014)	4,924,485 (03/22/2016)
SNOOP	86/032130 (08/08/2013)	4,497,880 (03/18/2014)
MAZEE	85/432886 (09/27/2011)	4,184,375 (07/31/2012)
PLANET CAT	78/895474 (05/30/2006)	3,222,718 (03/27/2007)
ZOOM FLYER	78/812187 (02/10/2006)	3,204,691 (01/30/2007)
SIT. SPEAK. ACT.	78/750774 (11/09/2005)	3,209,771 (02/13/2007)
DOUBLE-TUFF	78/758197 (11/21/2005)	3,204,684 (01/30/2007)
RECYCLEBALL	78/504964 (10/25/2004)	3,091,455 (05/09/2006)
RECYCLEBONE	78/504962 (10/25/2004)	3,091,454 (05/09/2006)
GUS	78/617760 (04/27/2005)	3,600,204 (03/31/2009)
WHISTLE BALL	78/528453 (12/07/2004)	3,541,789 (12/02/2008)
SNACK SACK	78/483028 (09/14/2004)	3,086,569 (04/25/2006)
ORBEE-TUFF	78/350590 (01/12/2004)	2,916,527 (01/04/2005)
WOOD CHUCK	77/790843 (07/28/2009)	3,881,032 (11/23/2010)
PLANET DOG EST. 1997 & Design 	77/037889 (11/06/2006)	3,281,982 (08/21/2007)
PLANET DOG	77/037934 (11/06/2006)	3,281,985 (08/21/2007)

Mark	Serial No. (Filing Date)	Reg. No. (Reg. Date)
LET FREEDOM ROMP! DID YOU KNOW ALL OF PLANET DOG'S ORBEE-TUFF TOYS ARE NOW MADE IN THE U.S.A.? & Design 	77/328957 (11/14/2007)	3,565,655 (01/20/2009)
RESCUE. RAISE. LOVE. ADOPT. & Design 	77/436079 (03/31/2008)	3,530,512 (11/11/2008)
WOOFMINSTER DOG SHOW	77/292817 (10/01/2007)	3,522,099 (10/21/2008)
SLOBBER-WICK	77/128161 (03/12/2007)	3,458,983 (07/01/2008)
PLANET DOG	76/130064 (09/18/2000)	2,490,662 (09/18/2001)
CAUTION TAILS WAGGING	76/298288 (08/14/2001)	3,171,804 (11/14/2006)
LIFE'S A BONE	76/510543 (05/01/2003)	2,816,881 (02/24/2004)
SHAKE N' PLAY	76/510074 (04/28/2003)	2,921,267 (01/25/2005)
JOWL TOWEL	76/444633 (08/22/2002)	2,734,523 (07/08/2003)
LOOPEE	76/394423 (04/12/2002)	
ORBEE	76/287024 (07/19/2001)	2,536,601 (02/05/2002)
LUNEE	76/287023 (07/19/2001)	2,595,968 (07/16/2002)
PLANET DOG	75/369263 (10/07/1997)	2,169,756 (06/30/1998)
GURU	88/082547 (08/17/2018)	



**Foreign Trademark Applications and Registrations**

<b>Mark</b>	<b>Country</b>	<b>App. No. (Filing Date)</b>	<b>Reg. No. (Reg. Date)</b>
PLANET DOG	Australia	IR1369348 (3/14/2017)	IR1369348 (3/14/2017)
PLANET DOG	China	IR1369348 (3/14/2017)	
PLANET DOG	European Union	IR1369348 (3/14/2017)	IR1369348 (3/14/2017)
PLANET DOG	Japan	IR1369348 (3/14/2017)	
PLANET DOG	New Zealand	IR1369348 (3/14/2017)	IR1369348 (3/14/2017)
PLANET DOG	South Korea	IR1369348 (3/14/2017)	IR1369348 (3/14/2017)
PLANET DOG	WIPO	A0065615 (3/14/2017)	IR1369348 (3/14/2017)
PLANET DOG EST. 1997 & Design 	European Union	IR1373362 (9/7/2017)	IR1373362 (9/7/2017)
PLANET DOG EST. 1997 & Design 	WIPO	IR1373362 (9/7/2017)	IR1373362 (9/7/2017)

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