

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM498192

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Shaggy Dog Chalet, Inc.		11/02/2018	Corporation: GEORGIA
RECEIVING PARTY DATA			
Name:	PetSuites of America, LLC		
Doing Business As:	Pet Lodge Pet Resort		
Street Address:	29229 Canwood Street, Suite 100		
City:	Agoura Hills		
State/Country:	CALIFORNIA		
Postal Code:	91301		
Entity Type:	Limited Liability Company: KENTUCKY		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	87263281	PET LODGE PET RESORT	
CORRESPONDENCE DATA			
Fax Number:	2102458096		
<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:	2102457992		
Email:	cryan@paynepllc.com		
Correspondent Name:	Carrie P Ryan		
Address Line 1:	4040 Broadway, Suite 530		
Address Line 4:	San Antonio, TEXAS 78209		
NAME OF SUBMITTER:	Carrie P. Ryan		
SIGNATURE:	/Carrie P Ryan/		
DATE SIGNED:	11/14/2018		
Total Attachments: 4			
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OP \$40.00 87263281

ASSIGNMENT OF TRADE NAME AND SERVICE MARK

THIS ASSIGNMENT OF TRADE NAME AND SERVICE MARK (this “**Assignment**”) is made and entered into as of this November 2, 2018, by and among PetSuites of America, LLC, a Kentucky limited liability company (“**Buyer**”) and a wholly owned subsidiary of NATIONAL VETERINARY ASSOCIATES, INC., a Delaware corporation (“**NVA**”), SHAGGY DOG CHALET, INC., a Georgia corporation doing business as Pet Lodge Pet Resort (“**Seller**”), and Iris Morrison (the “**Shareholder**” and, together with Seller, the “**Selling Parties**”).

WHEREAS, the Shareholder is the sole shareholder of the Seller;

WHEREAS, the Buyer and the Selling Parties have entered into that certain Asset Purchase Agreement dated the date hereof (the “**Purchase Agreement**”), whereby the Selling Parties have agreed to sell, transfer and deliver to the Buyer the Assets, and the Buyer has agreed to purchase the Assets from the Selling Parties, on the terms and conditions set forth in Purchase Agreement;

WHEREAS, in connection with the transactions contemplated by the Purchase Agreement, Seller will assign the following intellectual property (the “**Tradename/Trademark Assets**”) to Buyer pursuant to the terms of this Assignment: (1) the trade name “Pet Lodge Pet Resort”, (2) the federally registered and state-registered service mark and/or trademark for a logo design, which includes the words “Pet Lodge Pet Resort” registered (a) with the U.S. Patent and Trademark Office on August 8, 2017 under U.S. Reg. No. 5259941 and serial number 87263281, and (b) with the Georgia Secretary of State Corporations Division on April 6, 2017 under Registration No. S-28525, and (3) all related or associated rights; and

WHEREAS, all capitalized terms not otherwise defined herein shall have the meanings assigned to them in the Purchase Agreement.

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

1. **Assignment of Tradename/Trademark Assets**. The Selling Parties do hereby assign, transfer and deliver to the Buyer, and the Buyer does hereby accept from the Selling Parties, all of their rights, title and interest in and to the Tradename/Trademark Assets.

2. **Further Assurances**. The Selling Parties do hereby covenant and agree to, upon the request of the Buyer, execute, acknowledge and deliver, or cause to be done, executed, acknowledged and delivered, all such further acts, assignments, transfers, assurances and instruments as the Buyer may reasonably request to assign and transfer the Tradename/Trademark Assets to the Buyer and to assure to the Buyer the continued possession, control and enjoyment of the Tradename/Trademark Assets.

3. **Purchase Agreement**. Nothing herein shall be deemed to modify or diminish the representations, warranties, covenants and obligations of the parties under the Purchase Agreement.

4. **Governing Law.** This instrument shall be construed and governed in accordance with the internal laws of the State of Georgia, without giving effect to principles of conflicts of law.

5. **Effective Date.** This instrument shall be effective as of the date hereof.

6. **Counterparts.** This Assignment may be executed in any number of counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument. A facsimile, telecopy, PDF or other reproduction of this Assignment may be executed by one or more parties hereto, and an executed copy of this Assignment may be delivered by one or more parties by facsimile or similar electronic transmission device pursuant to which the signature of or on behalf of such party can be seen, and such execution and delivery shall be considered valid, binding and effective for all purposes. At the request of any party, all parties agree to execute an original of this Assignment as well as any facsimile, telecopy, PDF or other reproduction hereof.

[Signature page(s) follow]

IN WITNESS WHEREOF, this Assignment has been executed and delivered on the date first above written.

BUYER:

PetSuites of America, LLC

By: 

Name: Eric A. Smith

Its: General Counsel

[Signature Page to Assignment of Trade Name and Service Mark]

TRADEMARK
REEL: 006494 FRAME: 0975

SELLING PARTIES:

Shaggy Dog Chalet, Inc.

By: *Iris Morrison*
Name: Iris Morrison
Its: President and Chief Executive Officer

Iris Morrison
Iris Morrison

[Signature Page to Assignment of Trade Name and Service Mark]