

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM500933

<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>
Elice Davis		11/28/2018	INDIVIDUAL: UNITED STATES
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Natural Dog Acquisition LLC		
<b>Street Address:</b>	4444 South Blvd.		
<b>City:</b>	Charlotte		
<b>State/Country:</b>	NORTH CAROLINA		
<b>Postal Code:</b>	28209		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 8</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4992605	SNOUT SHINE	
<b>Registration Number:</b>	4996576	YOUR DOG WILL THANK YOU	
<b>Registration Number:</b>	5009926	WRINKLE BALM	
<b>Registration Number:</b>	5377306	SOOTHE·PROTECT·HEAL	
<b>Registration Number:</b>	5373770	PAWTECTION	
<b>Registration Number:</b>	5380647	SPRUCE UP PUP	
<b>Registration Number:</b>	5380679	BULLY GNAWER	
<b>Registration Number:</b>	5380680	SOOTHE.MOISTURIZE.PROTECT	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	7043395936		
<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>Email:</b>	CLT-TMCorrespondence@mvalaw.com		
<b>Correspondent Name:</b>	Samantha N. Skains-Menchaca		
<b>Address Line 1:</b>	100 North Tryon Street, Suite 4700		
<b>Address Line 2:</b>	Moore & Van Allen PLLC		
<b>Address Line 4:</b>	Charlotte, NORTH CAROLINA 28202		
<b>ATTORNEY DOCKET NUMBER:</b>	043672.000046		
<b>NAME OF SUBMITTER:</b>	Samantha N. Skains-Menchaca		

OP \$215.00 4992605

<b>SIGNATURE:</b>	/sns/
<b>DATE SIGNED:</b>	12/06/2018
<b>Total Attachments: 5</b> source=ED_Trademark_Assignment (Executed)#page1.tif source=ED_Trademark_Assignment (Executed)#page2.tif source=ED_Trademark_Assignment (Executed)#page3.tif source=ED_Trademark_Assignment (Executed)#page4.tif source=ED_Trademark_Assignment (Executed)#page5.tif	

## TRADEMARK ASSIGNMENT AGREEMENT

This TRADEMARK ASSIGNMENT AGREEMENT (“**Trademark Assignment**”), dated as of the 28 of November, 2018, is made and entered into by and between Elice Davis, a U.S. individual having an address at 518 Coventry Rd., Spicewood, Texas 78669 (“**Assignor**”), and Natural Dog Acquisition LLC, a Delaware limited liability company having an address at 4444 South Blvd., Charlotte, NC 28209 (“**Assignee**”).

WHEREAS, under the terms of that certain Asset Purchase Agreement dated November 28, 2018, by and between the parties, Assignor has agreed to convey, transfer, and assign to Assignor, among other assets, certain intellectual property of Assignee, and has agreed to execute and deliver this Trademark Assignment, which may be recorded with the U.S. Patent and Trademark Office (“**USPTO**”).

NOW THEREFORE, Assignor and Assignee agree as follows:

1. Assignment. For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor hereby irrevocably conveys, transfers, and assigns to Assignee, and Assignee accepts, all of Assignor’s rights (including statutory and common-law rights), title, and interest in and to the following (the “**Assigned Trademarks**”):

(a) the trademark registrations set forth on Schedule A hereto for the marks listed on Schedule A, as well as any logos, trade dress, trade styles, and other source identifiers used for such marks; all issuances, extensions, recordals, and renewals thereof; and any other applications or registrations for such marks, together with the goodwill of the business connected with the use of, and symbolized by, such marks;

(b) all rights of any kind whatsoever of Assignor in and to the Assigned Trademarks accruing under the laws of the United States, any state thereof or any other country, countries or any political subdivision or collection thereof (and including all rights accruing by virtue of bilateral or international treaties and conventions), for the full term and all renewals thereof;

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

(d) any and all claims and causes of action with respect to any of the Assigned Trademarks, whether accruing before, on, 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 no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

2. Recordation and Further Actions. Assignor hereby authorizes the USPTO to record and register this Trademark Assignment upon request by Assignee. Following the date hereof, at Assignee’s sole cost and expense, Assignor shall take such steps and actions and provide such cooperation and assistance to Assignee and its successors, assigns, and legal representatives, including the execution and delivery of any affidavits, declarations, oaths, exhibits, assignments, powers of attorney, or other documents, as may be reasonably necessary to effect, evidence, or perfect the assignment of the Assigned Trademarks to Assignee, or any assignee or successor thereto.

3. Terms of the Asset Purchase Agreement. The parties hereto acknowledge and agree that this Trademark Assignment is entered into concurrently with the Purchase Agreement, to which reference is made for a further statement of the rights and obligations of Assignor and Assignee with respect to the

Assigned Trademarks. The representations, warranties, covenants, agreements, and indemnities contained in the Purchase Agreement and ancillary agreements thereto shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. In the event of any conflict or inconsistency between the terms of the Purchase Agreement and the terms hereof, the terms of this Trademark Assignment shall govern.

4. Counterparts. This Trademark Assignment may be executed in counterparts, each of which shall be deemed an original and all of which together shall be deemed one and the same agreement. A signed copy of this Trademark 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 Trademark Assignment.

5. Successors and Assigns. 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, Assignor and Assignee, intending to be legally bound, have each duly executed and delivered this Trademark Assignment as of the date first written above.

[SIGNATURE PAGES FOLLOW]

Assignor

ELICE DAVIS

By: Elice Davis

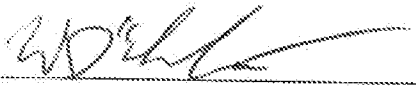
Name: Elice Davis

Title: Manager

[Assignor Signature Page to ED Trademark Assignment]

Assignee

NATURAL DOG ACQUISITION LLC

By: 

Name: William D' Alessandro

Title: Manager

[Assignee Signature Page to ED Trademark Assignment]

**SCHEDULE A**

<b>Mark</b>	<b>Reg. No.</b>	<b>Date</b>	<b>Class</b>	<b>Record Owner</b>
SNOUT SHINE	4,992,605	Registered: July 5, 2016	3	Elice Davis
YOUR DOG WILL THANK YOU	4,996,576	Registered: July 12, 2016	3	Elice Davis
WRINKLE BALM	5,009,926	Registered: July 26, 2016	3	Elice Davis
SOOTHE·PROTECT·HEAL	5,377,306	Registered: Jan. 9, 2018	3	Elice Davis
PAWTECTION	5,373,770	Registered: Jan. 9, 2018	3	Elice Davis
SPRUCE UP PUP	5,380,647	Registered: Jan. 16, 2018	3	Elice Davis
BULLY GNAWER	5,380,679	Registered: Jan. 16, 2018	31	Elice Davis
SOOTHE.MOISTURIZE.PROTECT	5,380,680	Registered: Jan. 16, 2018	3	Elice Davis