

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM500942

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Elice Davis		11/28/2018	Sole Proprietorship: TEXAS
RECEIVING PARTY DATA			
Name:	Natural Dog Acquisition LLC		
Street Address:	4444 South Blvd.		
City:	Charlotte		
State/Country:	NORTH CAROLINA		
Postal Code:	28209		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	4715387	SOOTHE.HEAL.WAG	
Registration Number:	4774459	PAW SOOTHER	
Registration Number:	4899597	BULLY BALM	
Registration Number:	4910235	SKIN SOOTHER	
CORRESPONDENCE DATA			
Fax Number:	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>			
Phone:	7043313587		
Email:	CLT-TMCorrespondence@mvalaw.com		
Correspondent Name:	Samantha N. Skains-Menchaca		
Address Line 1:	100 North Tryon Street, Suite 4700		
Address Line 2:	Moore & Van Allen PLLC		
Address Line 4:	Charlotte, NORTH CAROLINA 28202		
ATTORNEY DOCKET NUMBER:	043672.000046		
NAME OF SUBMITTER:	Samantha N. Skains-Menchaca		
SIGNATURE:	/sns/		
DATE SIGNED:	12/06/2018		
Total Attachments: 5			

OP \$115.00 4715387

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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, DBA Natural Dog Company (composed of Elice Davis, a U.S. citizen), a Texas sole proprietorship 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 all of Assignor’s Marks (as defined below), including 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 all issuances, extensions, and renewals thereof, together with the goodwill of the business connected with the use of, and symbolized by, such marks;

(b) 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

(c) 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.

As used herein, “Marks” means, together with the goodwill associated with the following, all statutory and common-law business names, business identifiers, company names, corporate names, fictitious business names, logos, service marks, trade dress, trademarks, trade names, trade styles, and other source identifiers, and the goodwill associated therewith, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all applications to register in connection therewith, 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.

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

DBA NATURAL DOG COMPANY

By: Elice Davis

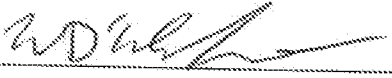
Name: Elice Davis

Title: Manager

[Assignor Signature Page to DBA NDC SP Trademark Assignment]

Assignee

NATURAL DOG ACQUISITION LLC

By: 

Name: William D' Alessadro

Title: Manager

[Assignee Signature Page to DBA NDC SP Trademark Assignment]

SCHEDULE A

Mark	Reg. No.	Date	Class	Record Owner
SOOTHE.HEAL.WAG	4,715,387	Registered: Apr. 7, 2015	3	Elice Davis DBA Natural Dog Company
PAW SOOTHER	4,774,459	Registered: July 14, 2015	3	Elice Davis DBA Natural Dog Company
BULLY BALM	4,899,597	Registered: Feb. 9, 2016	3	Elice Davis DBA Natural Dog Company
SKIN SOOTHER	4,910,235	Registered: Mar. 1, 2016	3	Elice Davis DBA Natural Dog Company