

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM501827

<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>
Ultra Paws, LLC		07/06/2018	Limited Liability Company: MINNESOTA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Ultra Paws, Inc.		
<b>Street Address:</b>	5880 West Las Positas, Suite 31		
<b>City:</b>	Pleasanton		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	94588		
<b>Entity Type:</b>	Corporation: DELAWARE		
<b>PROPERTY NUMBERS Total: 14</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	87717355	DOGA TOG	
<b>Serial Number:</b>	87335686	ULTRA-HEAT	
<b>Serial Number:</b>	87335676	COZY PAWS	
<b>Serial Number:</b>	87335654	BONE HEAD	
<b>Serial Number:</b>	87080953	MY BLANKIE!	
<b>Serial Number:</b>	86835571	SNOJAM	
<b>Serial Number:</b>	86831808	POOCH POCKET	
<b>Serial Number:</b>	86450617		
<b>Serial Number:</b>	86446688	PAW TECTORS	
<b>Serial Number:</b>	76658127	PET THREADS	
<b>Serial Number:</b>	74643755	PAW TECTORS	
<b>Serial Number:</b>	74112816	WEATHER MASTER	
<b>Serial Number:</b>	77107599	ULTRA PAWS	
<b>Serial Number:</b>	77107654		
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	3102299901		
<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>			

CH \$365.00 87717355

**Phone:** 3102290468  
**Email:** mwnorman@venable.com  
**Correspondent Name:** Marjorie Witter Norman  
**Address Line 1:** 2049 Century Park East, Suite 2300  
**Address Line 4:** Los Angeles, CALIFORNIA 90067

<b>NAME OF SUBMITTER:</b>	Marjorie Witter Norman
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<b>SIGNATURE:</b>	/Marjorie Witter Norman/
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<b>DATE SIGNED:</b>	12/12/2018
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**Total Attachments: 6**

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## TRADEMARK AND DOMAIN NAME ASSIGNMENT AGREEMENT

This Trademark and Domain Name Assignment Agreement (this “**Agreement**”), dated as of July 6, 2018 (the “**Effective Date**”), is made by and between Ultra Paws, LLC, a Minnesota limited liability company (“**Seller**”), located at 8301 Industrial Park Road, Baxter, MN 56425, in favor of Ultra Paws, Inc., a Delaware corporation (“**Buyer**”), located at 5880 West Las Positas, Suite 31, Pleasanton, CA 94588, the purchaser of certain assets of Seller pursuant to that certain Asset Purchase Agreement entered into between Buyer, Seller and Seller’s sole member, dated as of July 6, 2018 (the “**Asset Purchase Agreement**”). Seller and Buyer may be individually referred to herein as a “**Party**” and collectively as the “**Parties**” to this Agreement.

**WHEREAS**, under the terms of the Asset Purchase Agreement, Seller has conveyed, transferred, and assigned to Buyer, among other assets, certain intellectual property of Seller; and

**WHEREAS**, Seller has agreed to execute and deliver this Agreement, for recording with the United States Patent and Trademark Office and corresponding entities or agencies in any applicable jurisdictions;

**NOW, THEREFORE**, Seller and Buyer hereby agree to the foregoing and as follows:

**1. Assignment.** For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller hereby irrevocably conveys, transfers, and assigns to Buyer, and Buyer hereby accepts, all of Seller’s right, title, and interest in and to the following:

(a) the trademark registrations and trademark applications set forth on **Schedule 1** attached hereto, including the trademarks shown in said registrations and applications, and all issuances, extensions, and renewals thereof (collectively, the “**Assigned Trademarks**”), and all common law rights associated with any of the foregoing, together with the goodwill of the business connected with the use of, and symbolized by, the Assigned Trademarks;

(b) the domain names set forth on **Schedule 2** attached hereto (collectively, the “**Domain Names**”), including the current registrations for such Domain Names, and any other rights (including trademark rights in any jurisdiction) that Seller may have in the Domain Names, including any goodwill associated therewith;

(c) all rights of any kind whatsoever of Seller accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions, and otherwise throughout the world;

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

(e) any and all claims and causes of action with respect to any of the foregoing, whether accruing before, on, or after the Effective Date, 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.** Seller hereby authorizes the Commissioner for Trademarks in the United States Patent and Trademark Office and the officials of corresponding entities or agencies in any applicable jurisdictions to record and register this Assignment upon request by Buyer. Following the Effective Date, upon Buyer’s request, Seller shall take such steps and actions, and provide such cooperation and assistance to Buyer and its successors, assigns, and legal representatives, including, without limitation, the execution and delivery of any affidavits, declarations, oaths, exhibits, assignments, powers of attorney, or other documents, as may be reasonably necessary or desirable to effect, evidence, or perfect the assignment of the Assigned Trademarks and Domain Names to Buyer, or any assignee or successor thereto. In addition to the foregoing, Seller shall take all such further actions as Buyer may request to carry out the terms hereof and give effect to the transactions contemplated hereby.

**3. Transfer of Control of Domain Names; Authorization to Record.** Seller covenants and agrees to initiate and cooperate with Buyer to complete the transfer process with respect to the Domain Names electronically from Seller's account to Buyer's account (and servers to the extent reasonably required to transfer ownership and control of the Domain Names), and to take all such further actions to ensure that Buyer promptly obtains all administrative and technical access to the Domain Names, and sole control over where the Domain Name points. Seller shall take such actions as are reasonably necessary or desirable to effectuate the transfer of ownership and control of the Domain Names to Buyer, including, without limitation, executing and delivering such documents, papers, forms, and authorizations as the registrar of the Domain Names may require in order to effectuate the transfer of control and ownership of the Domain Names from Seller to Buyer, and taking all such further actions to enable Buyer to register the Domain Names in the name of Buyer with the domain name registry designated by Buyer in writing. Seller acknowledges and agrees that this Agreement shall be deemed a full legal and formal equivalent of any assignment, consent to file, or like document that may be required in any country for any purpose regarding the subject matter hereof or the transactions contemplated hereby. This Agreement may be submitted to the UDRP, or any similar offices throughout the world, or to any other party, as evidence of Buyer's ownership.

**4. Terms of Asset Purchase Agreement.** The Parties acknowledge and agree that this Agreement is entered into pursuant to the Asset Purchase Agreement, to which reference is made for a further statement of the rights and obligations of Seller and Buyer with respect to the Assigned Trademarks and Domain Names. The representations, warranties, covenants, agreements, and indemnities contained in the Asset Purchase Agreement 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 Asset Purchase Agreement and the terms hereof, the terms of the Asset Purchase Agreement shall govern.

**5. Successors and Assigns.** This Agreement shall be binding upon and shall inure to the benefit of the Parties and their respective successors and assigns.

**6. Governing Law.** This Agreement and any claim, controversy, dispute, or cause of action (whether in contract, tort, or otherwise) based upon, arising out of, or relating to this Agreement and the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws of the United States and the State of Delaware, without giving effect to any choice or conflict of law provision or rule.

**7. Counterparts.** This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed one and the same agreement. A signed copy of this Agreement 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 Agreement.

*(Signature Page Follows)*

**IN WITNESS WHEREOF**, the Parties have caused this Agreement to be executed by their duly authorized representatives as of the Effective Date.

**SELLER:**

Ultra Paws, LLC

By: *L Paxton*

Name: *Lisa M Lugo Paxton*

Title: \_\_\_\_\_

**BUYER:**

Ultra Paws, Inc.

By: \_\_\_\_\_

Name: Nicholas Yerton

Title: Chief Executive Officer and President

[SIGNATURE PAGE TO TRADEMARK AND DOMAIN NAME ASSIGNMENT AGREEMENT]

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representatives as of the Effective Date.

**SELLER:**

Ultra Paws, LLC

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**BUYER:**

Ultra Paws, Inc.

By: \_\_\_\_\_ 

Name: \_\_\_\_\_ Nicholas Yerton

Title: \_\_\_\_\_ Chief Executive Officer and President

[SIGNATURE PAGE TO TRADEMARK AND DOMAIN NAME ASSIGNMENT AGREEMENT]

**SCHEDULE 1**  
**Assigned Trademarks**

<i>Mark</i>	<i>Jurisdiction</i>	<i>Serial No.</i>	<i>Registration No.</i>	<i>Registration Date</i>
DOGA TOG	United States	87717355	(pending)	(pending)
ULTRA-HEAT	United States	87335686	5331516	November 7, 2017
COZY PAWS	United States	87335676	5331515	November 7, 2017
BONE HEAD	United States	87335654	5331514	November 7, 2017
MY BLANKIE!	United States	87080953	5133129	January 31, 2017
SNOJAM	United States	86835571	5324452	October 31, 2017
POOCH POCKET	United States	86831808	5143012	February 14, 2017
	United States	86450617	5129532	January 24, 2017
 (PAW TECTORS)	United States	86446688	4949024	May 3, 2016
 (PET THREADS)	United States	76658127	3221156	March 27, 2007
 (PAW TECTORS)	United States	74643755	1949152	October 4, 1994
 (WEATHER MASTER)	United States	74112816	1857262	October 4, 1994
ULTRA PAWS	United States	77107599	3333911	November 13, 2007
	United States	77107654	3347073	December 4, 2007

**SCHEDULE 2**

*Domain Names*

1. SkijorSport.com
2. FreeSpiritOutfitter.com
3. GearForDogs.com
4. UltraPaw.com
5. Ultrapaws.com
6. DogHarnesses.com
7. SledDogGear.com
8. GunDogGear.com
9. AltraPaw.com
10. AltraPaws.com
11. UltraPawsOrder.com
12. UltraPawsOrders.com