

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM501811

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Harry Barker, Inc.		04/27/2017	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Mission Pets, Inc.		
Street Address:	986 Mission Street, 5th Floor		
City:	San Francisco		
State/Country:	CALIFORNIA		
Postal Code:	94103		
Entity Type:	Corporation: CALIFORNIA		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	4156676	HARRY BARKER	
Registration Number:	2424818	HARRY BARKER	
Registration Number:	3828743	HOUSE OF BARKER	
CORRESPONDENCE DATA			
Fax Number:			
<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:	(415) 966-4302		
Email:	docketing@lewiskentllp.com		
Correspondent Name:	Marina A. Lewis		
Address Line 1:	Lewis Kent LLP		
Address Line 2:	235 Montgomery Street, 30th Floor		
Address Line 4:	San Francisco, CALIFORNIA 94104		
NAME OF SUBMITTER:	Marina A. Lewis		
SIGNATURE:	/Marina A. Lewis/		
DATE SIGNED:	12/12/2018		
Total Attachments: 5			
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TRADEMARK ASSIGNMENT AGREEMENT

This Trademark Assignment Agreement (this "Trademark Assignment") is made as of April 27, 2017 (the "Effective Date") by and between Harry Barker, Inc., a Delaware corporation ("Assignor"), and Mission Pets, Inc., a Delaware corporation ("Assignee") (the Assignors and the Assignee are hereinafter sometimes referred to collectively as "Parties", and each, a "Party"). All capitalized terms used but not defined herein will have the respective meanings given to them in the Purchase Agreement (as defined below).

RECITALS:

WHEREAS, pursuant to the terms and conditions of that certain Asset Purchase Agreement, dated as of even date hereof, by and between Assignor, Assignee and the other persons a party thereto (the "Purchase Agreement"), Assignor desires to convey, transfer, and assign to Assignee, among other assets, the trademarks set forth on Schedule A (the "Trademarks"), and has agreed to execute and deliver this Trademark Assignment, for recording with the United States Patent and Trademark Office, effective upon the consummation of the transactions contemplated by the Purchase Agreement (the "Closing").

NOW, THEREFORE, for valuable consideration the receipt of which is hereby acknowledged, and in accordance with and subject to the terms of the Purchase Agreement, Assignor and Assignee hereby agree as follows:

1. Effective upon the Closing, Assignor hereby irrevocably assigns, conveys, sells, grants and transfers and agrees to irrevocably assign, convey, sell, grant and transfer to Assignee, and Assignee hereby accepts, all of Assignor's right, title and interest in and to the Trademarks, together with the goodwill of the business connected with the use of, and symbolized by, the Trademarks, including:

(a) the trademark registrations set forth on Schedule A hereto and all issuances, extensions, and renewals thereof;

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

(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 foregoing; and

(d) any and all claims and causes of action with respect to any of the foregoing, whether accruing before, on, or after the Closing, 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. Upon Assignee's request, Assignor will promptly take such reasonable actions, including without limitation, the prompt execution and delivery of documents in recordable form, as may be reasonably requested by Assignee to vest, secure, perfect, protect or enforce the rights and interests of Assignee in and to the Trademarks.

3. The parties acknowledge and agree that this Trademark Assignment is entered into pursuant to 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 Trademarks. 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 Purchase Agreement and the terms hereof, the terms of the Purchase Agreement shall govern.

4. This Trademark Assignment inures to the benefit of and is binding upon the Parties and their respective heirs, successors and assigns.

5. This Trademark Assignment may be executed in one or more counterparts, each of which will be deemed to be an original, but all of which together shall constitute one and the same instrument. A signature to this Trademark Assignment delivered by telecopy or other electronic means will be deemed valid.

6. This Trademark Assignment and all disputes or controversies arising out of or relating to this Trademark Assignment shall be governed by, and construed in accordance with, the internal laws of the State of Delaware, without regard to the laws of any other jurisdiction that might be applied because of the conflicts of laws principles of the State of Delaware.

[Signatures appear on the next following page.]

IN WITNESS WHEREOF, each of the Parties has caused this Trademark Assignment Agreement to be duly executed and delivered by its duly authorized representative as of the date first written above.


ASSIGNOR:

ASSIGNEE:

HARRY BARKER, INC.

MISSION PETS, INC.

By: _____
Name:
Title:

By:  _____
Name: Carmine Petruzello
Title: Chief Executive Officer

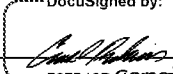
IN WITNESS WHEREOF, each of the Parties has caused this Trademark Assignment Agreement to be duly executed and delivered by its duly authorized representative as of the date first written above.

ASSIGNOR:

ASSIGNEE:


HARRY BARKER, INC.

MISSION PETS, INC.

DocuSigned by:
By:  _____
Name: F87B18DCA80E1... Perkins
Title: President/Founder

By: _____
Name: Carmine Petruzello
Title: Chief Executive Officer

SCHEDULE A

Mark	Application Serial No.	Filing Date	Registration No.	Registration Date
HARRY BARKER	85308225	4/29/2011	4156676	6/12/2012
HARRY BARKER and design 	75791432	9/2/1999	2424818	1/30/2001
HOUSE OF BARKER	77341221	11/30/2007	3828743	8/3/2010