

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM501825

<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>
Lisa Paxton		06/27/2018	INDIVIDUAL: UNITED STATES
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Ultra Paws, LLC		
<b>Street Address:</b>	8301 Industrial Park Road		
<b>City:</b>	Baxter		
<b>State/Country:</b>	MINNESOTA		
<b>Postal Code:</b>	56425		
<b>Entity Type:</b>	Limited Liability Company: MINNESOTA		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3347073		
<b>Registration Number:</b>	3333911	ULTRA PAWS	
<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>			
<b>Phone:</b>	3102290468		
<b>Email:</b>	mwnorman@venable.com		
<b>Correspondent Name:</b>	Marjorie Witter Norman		
<b>Address Line 1:</b>	2049 Century Park East, Suite 2300		
<b>Address Line 4:</b>	Los Angeles, CALIFORNIA 90067		
<b>NAME OF SUBMITTER:</b>	Marjorie Witter Norman		
<b>SIGNATURE:</b>	/Marjorie Witter Norman/		
<b>DATE SIGNED:</b>	12/12/2018		
<b>Total Attachments: 3</b>			
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## TRADEMARK ASSIGNMENT

This Trademark Assignment (this “*Assignment*”) is entered into and effective as of June 27, 2018 (the “*Effective Date*”), by and between Lisa Paxton, an individual (“*Assignor*”) and Ultra Paws, LLC, a Minnesota limited liability company located at 8301 Industrial Park Road, Baxter, Minnesota 56425 (“*Assignee*”).

**WHEREAS**, Assignor is the owner of the Assigned Trademarks (as defined below), and of all common law rights associated therewith, together with the goodwill of the business connected with the use of, and symbolized by, the Assigned Trademarks; and

**WHEREAS**, Assignor desires to convey, transfer, and assign to Assignee, and Assignee desires to acquire from Assignor, all right, title and interest in and to the Assigned Trademarks throughout the world, including, without limitation, all common law rights associated therewith, together with the goodwill of the business connected with the use of, and symbolized by, the Assigned Trademarks.

**NOW, THEREFORE**, Assignor and Assignee hereby agree to the foregoing and as follows:

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

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

(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 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.** Assignor 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 Assignee. Following the Effective Date, upon Assignee’s request, Assignor shall take such steps and actions, and provide such cooperation and assistance to Assignee 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 to Assignee, or any assignee or successor thereto.

**3. Counterparts.** This Assignment 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 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 Assignment.

*(Signature Page Follows)*



**SCHEDULE 1**  
*Assigned Trademarks*

<i>Mark</i>	<i>Jurisdiction</i>	<i>Registration Number</i>	<i>Registration Date</i>
	United States	3347073	December 4, 2007
ULTRA PAWS	United States	3333911	November 13, 2007