

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM509966

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
R2P Global LLC		12/18/2018	Limited Liability Company: CAYMAN ISLANDS
R2P Group Inc.		12/18/2018	Corporation: CALIFORNIA
R2P Pet Limited		12/18/2018	A Compay Limited by Shares: HONG KONG
Ultra Paws, Inc.		12/18/2018	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Hyper Pet Brands LLC		
Street Address:	724 W. Lancaster Avenue		
Internal Address:	Suite 120		
City:	Wayne		
State/Country:	PENNSYLVANIA		
Postal Code:	19087		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 56			
Property Type	Number	Word Mark	
Serial Number:	87891318	READY PET	
Serial Number:	87891486	SNUGG	
Serial Number:	87891473	SUPERNIP	
Serial Number:	87891141	PET CRAFT SUPPLY CO.	
Registration Number:	5314107	CHEWSHOES	
Registration Number:	5119250	WILD INSTINCTS	
Registration Number:	5041193	DENTA DISH	
Registration Number:	5026447	MAD CAT	
Registration Number:	5022503	WAGGISH	
Registration Number:	4960186	GNAWBBERS	
Registration Number:	4787503	MEGAMUTT	
Registration Number:	4743751	HAVEN PREMIUM PET BEDDING	
Registration Number:	4734920	CUDDLE MONSTERS	
Registration Number:	4763041	HIGH VIZ TECHNOLOGY	

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	4721789	HIGH VIZ TECHNOLOGY
Registration Number:	4609613	ZANY BUNCH
Registration Number:	4609564	ZIGGLER GIGGLER
Registration Number:	4616935	PUFF SQUEAK
Registration Number:	4580211	TWINKLE TWEET
Registration Number:	4597220	DONUT DOZER
Registration Number:	4584532	CUDDLE SPOT
Registration Number:	4597217	EASY SLEEPER
Registration Number:	4584531	BLISSFUL REST
Registration Number:	4597215	DREAM MAT
Registration Number:	4662217	DETAILS
Registration Number:	4517778	ROMP!
Registration Number:	4454760	INSTINCTS
Registration Number:	4399878	DETAILS
Registration Number:	4324462	STUFT
Registration Number:	4390961	RAW HIDERS
Registration Number:	4398864	CHEW BOTS
Registration Number:	4324459	CATTY CORNER
Registration Number:	4324353	CRASH PAD
Registration Number:	4390910	KNOT ORDINARY
Registration Number:	4236495	FELINE FIRST
Registration Number:	4186645	FUNNY FARMS
Registration Number:	4256465	CATEGORIES
Registration Number:	4263517	R2P PET
Registration Number:	4256446	MULTITEX
Registration Number:	4256445	MASHERS
Registration Number:	4228109	SUPER PLUSH
Registration Number:	4186260	SILLY BUMS
Registration Number:	4232564	SPRONG
Serial Number:	87717355	DOGA TOG
Registration Number:	5331516	ULTRA-HEAT
Registration Number:	5331515	COZY PAWS
Registration Number:	5331514	BONE HEAD
Registration Number:	5133129	MY BLANKIE!
Registration Number:	5324452	SNOJAM
Registration Number:	5143012	POOCH POCKET
Registration Number:	5129532	
Registration Number:	4949024	PAW TECTORS

Property Type	Number	Word Mark
Registration Number:	1949152	PAW TECTORS
Registration Number:	1857262	WEATHER MASTER
Registration Number:	3333911	ULTRA PAWS
Registration Number:	3347073	

CORRESPONDENCE DATA

Fax Number: 2156562498

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.

Phone: 215-656-3381

Email: pto.phil@dlapiper.com

Correspondent Name: IP GROUP OF DLA PIPER LLP (US)

Address Line 1: ONE LIBERTY PLACE

Address Line 2: 1650 MARKET ST. SUITE 4900

Address Line 4: PHILADELPHIA, PENNSYLVANIA 19103

NAME OF SUBMITTER:	Darius C. Gambino
SIGNATURE:	/dariuscgambino/
DATE SIGNED:	02/13/2019

Total Attachments: 15

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INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This Intellectual Property Assignment Agreement (this “Agreement”), effective as of December 18, 2018 (the “Effective Date”), is by and between Hyper Pet Brands LLC, a Delaware Limited Liability Company (“Assignee”) on the one hand, and R2P Global LLC, a Cayman Islands limited liability company, R2P Group Inc., a California Corporation, R2P Pet Limited, a company limited by shares formed under the laws of Hong Kong, and Ultra Paws, Inc., a Delaware Corporation (collectively, “Assignor”) on the other hand.

Recitals

WHEREAS, Assignor and Assignee, together with the other parties thereto, have entered into a certain Asset Purchase Agreement, dated as of the date hereof (the “Purchase Agreement”; all capitalized terms used in this Agreement but not otherwise defined herein are given the meanings set forth in the Purchase Agreement), pursuant to which, among other things, Assignor has agreed to assign all of its rights, title and interests in, (i) the patents listed on listed on **Schedule A** attached hereto (all such patents and applications, collectively, the “Patents”) (ii) the trademarks listed on **Schedule B** attached hereto (all such trademarks, registrations and applications, collectively, the “Trademarks”), (ii) the copyrights set forth on **Schedule C** (all such copyrights, copyright registrations and copyright applications, collectively, the “Copyrights”), and (iii) the domain names set forth on **Schedule D** (the “Domain Names”) (collectively the Patents, Trademarks, Copyrights, and Domain Names being designated the “Assigned IP”).

NOW, THEREFORE, in consideration of the mutual covenants, terms and conditions set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Assignment. Subject to the terms and conditions of the Purchase Agreement, and for the sum of \$1.00 and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor does hereby assign unto Assignee all of Assignor’s right, title and interest in and to the Assigned IP and the registrations and applications therefor, including any and all renewals, extensions, continuations, restorations and reversions thereof, in the United States and throughout the world together with the goodwill of the business symbolized by the Assigned IP, along with the right to sue and recover for, and the right to profits, penalties or damages due or accrued, arising out of or in connection with any and all past, present and future infringements or dilution of or damage or injury to the Assigned IP or such represented goodwill, in each case, subject to the terms and conditions of the Agreement. To the extent that any of the Trademarks constitute “intent to use” applications filed in the US Trademark Office, Assignor and Assignee hereby agree and acknowledge that such Trademarks are being assigned with all or substantially all of the Assignor’s business relating to the respective Trademark. Assignor agrees to execute and deliver at the request of Assignee, all papers, instruments, and assignments, and to perform other reasonable acts Assignee may require in order to vest all of Assignor’s right, title and interest in and to the Assigned IP in Assignee and/or to provide evidence to support any of the foregoing in the event such evidence is deemed necessary by Assignee, to the extent such evidence is in the possession or control of Assignor.

2. Terms of the Purchase Agreement. The terms of the Purchase Agreement, including, but not limited to, the representations, warranties, covenants, agreements and indemnities are incorporated herein by this reference. The parties hereto acknowledge and agree that the representations, warranties, covenants, agreements and indemnities contained in the 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.

3. No Implied Rights in Third Parties. Nothing expressed or implied in this Agreement is intended to confer upon any person, other than the parties hereto, or their respective successors or permitted assigns, any rights, remedies, obligations or liabilities under or by reason of this Agreement.

4. Successors and Assigns. This Assignment and all of the provisions hereof shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns.

5. Governing Law. This Agreement shall be governed by and construed in accordance with the internal laws of the State of Delaware without giving effect to any choice or conflict of law provision or rule (whether of the State of Delaware or any other jurisdiction).

6. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, email 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.

7. Further Assurances. Each of the parties hereto shall execute and deliver, at the reasonable request of the other party hereto, such additional documents, instruments, conveyances and assurances and take such further actions as such other party may reasonably request to carry out the provisions hereof and give effect to the transactions contemplated by this Agreement.

8. Amendments. This Agreement may not be modified except by an instrument in writing signed by the duly authorized representatives of the parties hereto.


9. Entire Agreement. This Agreement, together with the Purchase Agreement, constitutes the entire understanding of the parties hereto with respect to the subject matter hereof and supersedes all prior agreements, proposals or representations, written or oral, between the parties hereto relating to the subject matter hereof.

SIGNATURE PAGE FOLLOWS

IN WITNESS WHEREOF, the parties have executed this Agreement to be effective as of the Effective Date.

ASSIGNEE:

HYPER PET BRANDS LLC,
a Delaware limited liability company

By: 
Name: Peter H. Haabestad
Title: President
SIGNED at _____.

ASSIGNOR:

R2P GLOBAL LLC,
a Cayman Islands limited liability company

By: _____
Name: David Woodward
Title: Manager
SIGNED at _____.

R2P GROUP INC.,
a Delaware corporation

By: _____
Name: Nicholas Yerton
Title: Chief Executive Officer and President
SIGNED at _____.

R2P PET LIMITED,
a company limited by shares formed under the laws of
Hong Kong

By: _____
Name: David Woodward
Title: Director
SIGNED at _____.

ULTRA PAWS INC.,
a Delaware corporation

By: _____
Name: Nicholas Yerton
Title: Chief Executive Officer and President
SIGNED at _____.

IN WITNESS WHEREOF, the parties have executed this Agreement to be effective as of the date first written above.

ASSIGNEE:

HYPER PET BRANDS LLC,
a Delaware limited liability company

By: _____
Name: Peter H. Haabestad
Title: President

ASSIGNOR:

R2P GLOBAL LLC,
a Cayman Islands limited liability company

By: _____
Name: David Woodward
Title: Manager

R2P GROUP INC.,
a Delaware corporation

By: _____
Name: Nicholas Yerton
Title: Chief Executive Officer and President

R2P PET LIMITED,
a company limited by shares formed under the
laws of Hong Kong

By: _____
Name: David Woodward
Title: Director

IN WITNESS WHEREOF, the parties have executed this Agreement to be effective as of the date first written above.

ASSIGNEE:

HYPER PET BRANDS LLC,
a Delaware limited liability company

By: _____

Name: Peter H. Haabestad

Title: President

ASSIGNOR:

R2P GLOBAL LLC,
a Cayman Islands limited liability company

By: _____

Name: David Woodward

Title: Manager

R2P GROUP INC.,
a Delaware corporation

By:  _____

Name: Nicholas Yerton

Title: Chief Executive Officer and President

R2P PET LIMITED,
a company limited by shares formed under the
laws of Hong Kong

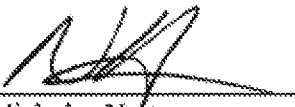
By: _____

Name: David Woodward

Title: Director

[Signature Page to Intellectual Property Assignment Agreement]

ULTRA PAWS INC.,
a Delaware corporation

By: 
Name: Nicholas Yerton
Title: Chief Executive Officer and President

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[Signature Page to Intellectual Property Assignment Agreement]

SCHEDULE A**Patents**

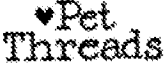




Title	Owner	Jurisdiction	Application Number	Patent Number
Pet Chew Toy	R2P Group Inc.	United States	US 13/770,999	US 9,357,750
Pet Chew Toy	R2P Group Inc.	United States	US D/446,017	US 709,252 D
Pet Chew Toy	R2P Group Inc.	United States	US D/466,615	US 702,405 D
Pet Chew Toy	R2P Group Inc.	United States	US D/446,020	US 697,275 D
Pet Chew Toy	R2P Group Inc.	United States	US D/446,019	US 692,627 D
Pet Chew Toy	R2P Group Inc.	United States	US D/446,018	US 692,626 D
Dog Boot	Ultra Paws, Inc.	United States	US 10/980,085	US 7,971,557 B2
Dog Boot	Ultra Paws, Inc.	United States	US 13/176,722	US 9,485,962 B2
Dog Boot	Ultra Paws, Inc.	United States	US 15/802,316	US 9,943,065 B1
Dog Boot	Ultra Paws, Inc.	United States	US 15/359,502	US 9,629,336 B1
Canine Wound Boot	Ultra Paws, Inc.	United States	US 13/396,595	US 9,497,932 B1
Canine Wound Boot	Ultra Paws, Inc.	United States	US 12/719,847	US 8,113,152 B1
Skijor system	Ultra Paws, Inc.	United States	US 10/980,084	US 7,284,505 B1
Adjustable Dog Harness Adapted for Pulling, Walking, Vehicle Restraint and Other Diverse Applications	Ultra Paws, Inc.	United States	US 12/113,938	US 8,561,577 B1
Dog Boot	Ultra Paws, Inc.	United States	US 15/955,642	N/A
Trail Boot	Ultra Paws, Inc.	United States	US 62/643,161	N/A
Dog Boot	Ultra Paws, Inc.	Canada	CA 60/517,112	CA 2,486,628
Pet Toy	R2P Group Inc.	United States	US 15/599,113	N/A
Pet Toy	R2P Group Inc.	United States	US 15/599,215	N/A

SCHEDULE B**Trademarks**

Trademark	Owner	Jurisdiction	Serial Number / Application Number	Registration Number
READY PET	R2P Group Inc.	United States	87891318	N/A
SNUGG	R2P Group Inc.	United States	87891486	N/A
SUPERNIP	R2P Group Inc.	United States	87891473	N/A
PET CRAFT SUPPLY CO.	R2P Group Inc.	United States	87891141	N/A
CHEWSHOES	R2P Global LLC	United States	87457205	5314107
WILD INSTINCTS	R2P Global LLC	United States	87057152	5119250
DENTA DISH	R2P Global LLC	United States	86953279	5041193
MAD CAT	R2P Global LLC	United States	86871977	5026447
WAGGISH	R2P Global LLC	United States	86871966	5022503
GNAWBBER	R2P Global LLC	United States	86774076	4960186
MEGAMUTT	R2P Global LLC	United States	86474389	4787503
HAVEN PREMIUM PET BEDDING	R2P Global LLC	United States	86471330	4743751
CUDDLE MONSTERS	R2P Global LLC	United States	86403920	4734920
HIGH VIZ TECHNOLOGY	R2P Global LLC	United States	86265069	4763041
HIGH VIZ TECHNOLOGY	R2P Global LLC	United States	86264316	4721789
ZANY BUNCH	R2P Global LLC	United States	86202158	4609613
ZIGGLER GIGGLER	R2P Global LLC	United States	86201152	4609564
PUFF SQUEAK	R2P Global LLC	United States	86201140	4616935
TWINKLE TWEET	R2P Global LLC	United States	86201138	4580211
DONUT DOZER	R2P Global LLC	United States	86194590	4597220
CUDDLE SPOT	R2P Global LLC	United States	86194211	4584532
EASY SLEEPER	R2P Global LLC	United States	86194189	4597217

Trademark	Owner	Jurisdiction	Serial Number / Application Number	Registration Number
BLISSFUL REST	R2P Global LLC	United States	86194168	4584531
DREAM MAT	R2P Global LLC	United States	86194155	4597215
DETAILS	R2P Global LLC	United States	86163003	4662217
ROMP!	R2P Global LLC	United States	86065817	4517778
INSTINCTS	R2P Global LLC	United States	85928000	4454760
DETAILS	R2P Global LLC	United States	85841034	4399878
STUFT	R2P Global LLC	United States	85735699	4324462
RAW HIDERS	R2P Global LLC	United States	85735667	4390961
CHEW BOTS	R2P Global LLC	United States	85735626	4398864
CATTY CORNER	R2P Global LLC	United States	85735188	4324459
CRASH PAD	R2P Global LLC	United States	85720286	4324353
KNOT ORDINARY	R2P Global LLC	United States	85720263	4390910
FELINE FIRST	R2P Global LLC	United States	85502071	4236495
FUNNY FARMS	R2P Global LLC	United States	85501553	4186645
CATEGORIES	R2P Global LLC	United States	85501547	4256465
R2P PET	R2P Global LLC	United States	85497767	4263517
MULTITEX	R2P Global LLC	United States	85497459	4256446
MASHERS	R2P Global LLC	United States	85497448	4256445
SUPER PLUSH	R2P Global LLC	United States	85497437	4228109
SILLY BUMS	R2P Global LLC	United States	85497395	4186260
SPRONG	R2P Global LLC	United States	85427555	4232564
DOGA TOG	Ultra Paws, Inc.	United States	87717355	N/A
ULTRA-HEAT	Ultra Paws, Inc.	United States	87335686	5331516
COZY PAWS	Ultra Paws, Inc.	United States	87335676	5331515
BONE HEAD	Ultra Paws, Inc.	United States	87335654	5331514

Trademark	Owner	Jurisdiction	Serial Number / Application Number	Registration Number
MY BLANKIE!	Ultra Paws, Inc.	United States	87080953	5133129
SNOJAM	Ultra Paws, Inc.	United States	86835571	5324452
POOCH POCKET	Ultra Paws, Inc.	United States	86831808	5143012
	Ultra Paws, Inc.	United States	86450617	5129532
 (PAW TECTORS)	Ultra Paws, Inc.	United States	86446688	4949024
PAW-TECTORS (PAW TECTORS)	Ultra Paws, Inc.	United States	74643755	1949152
WEATHER MASTER (WEATHER MASTER)	Ultra Paws, Inc.	United States	74112816	1857262
ULTRA PAWS	Ultra Paws, Inc.	United States	77107599	3333911
	Ultra Paws, Inc.	United States	77107654	3347073
WEATHER MASTER	Ultra Paws, Inc.	Canada	0660946	TMA386005
DOG & DESIGN 	Ultra Paws, Inc.	Canada	0660961	TMA390256
PAW TECTORS & DESIGN 	Ultra Paws, Inc.	Canada	0660948	TMA398930
MY BLANKIE!	Ultra Paws, Inc.	Canada	1232649	TMA655196

Trademark	Owner	Jurisdiction	Serial Number / Application Number	Registration Number
POOPIKS	Ultra Paws, Inc.	Canada	1232650	TMA645662
WeeWees-N-More	Ultra Paws, Inc.	Canada	1232564	TMA646120
PET THREADS & DESIGN 	Ultra Paws, Inc.	Canada	0660945	TMA406637
PeePees-N-More	Ultra Paws, Inc.	Canada	1232562	TMA646218
R2PPET (And Design) 	R2P Group Inc.	China	17691959 Class 20	
R2PPET (And Design) 	R2P Group Inc.	China	17691957 Class 28	
R2PPET (And Design) 	R2P Group Inc.	China	17691958 Class 21	
R2PPET (And Design) 	R2P Group Inc.	China	17691960 Class 18	

SCHEDULE C

Copyrights

Title	Owner	Date	Registration Number
Big Mouth Flingers	R2P Group Inc.	2010	VA0001734550
Sprong	R2P Group Inc.	2011	VA0001790073
Super Plush Belly Bouncers, et al.	R2P Group Inc.	2011	VAu001061170
Tenni Bear	R2P Group Inc.	2010	VA0001734488
Bon Appetreat	R2P Group Inc.	2010	VA0001728907
Chewbots	R2P Group Inc.	2010	VA0001720574
Dog Whisperer	R2P Group Inc.	2010	VA0001720576
Funny Farms Cat Toys	R2P Group Inc.	2010	VA0001728906
Gnawbbers	R2P Group Inc.	2010	VA0001728871
High Viz	R2P Group Inc.	2010	VA0001728905
Kitty Match & Scratch	R2P Group Inc.	2010	VAu001033324
Pack Power	R2P Group Inc.	2010	VA0001720579

SCHEDULE D**Domain Names**

Domain Name	Owner
https://r2ppet.com/	R2P Group Inc.
www.skijorsport.com	Ultra Paws, Inc.
www.freespiritoutfitter.com	Ultra Paws, Inc.
www.gearfordogs.com	Ultra Paws, Inc.
www.ultrapaw.com	Ultra Paws, Inc.
www.ultrapaws.com	Ultra Paws, Inc.
www.dogharnesses.com	Ultra Paws, Inc.
www.sleddoggear.com	Ultra Paws, Inc.
www.gundoggear.com	Ultra Paws, Inc.
www.altrapaw.com	Ultra Paws, Inc.
www.altrapaws.com	Ultra Paws, Inc.
www.ultrapawsorder.com	Ultra Paws, Inc.
www.ultrapawsorders.com	Ultra Paws, Inc.
dentacat.com	R2P Group Inc.
dentadog.com	R2P Group Inc.
DETAILS4DOGS.COM	R2P Group Inc.
DETAILSDOG.COM	R2P Group Inc.
DETAILSPAL.COM	R2P Group Inc.
getreadypet.com	R2P Group Inc.
MAXIMUTTS.COM	R2P Group Inc.
megatails.biz	R2P Group Inc.
megatails.co	R2P Group Inc.
megatails.com	R2P Group Inc.
megatails.info	R2P Group Inc.
megatails.net	R2P Group Inc.
megatails.org	R2P Group Inc.
oralcare4dogs.com	R2P Group Inc.
oralcare4pets.com	R2P Group Inc.
oralcarefordogs.com	R2P Group Inc.
oralcareforpets.com	R2P Group Inc.

Domain Name	Owner
oralhealth4pets.com	R2P Group Inc.
oralhealthforpets.com	R2P Group Inc.
PALFORPETS.COM	R2P Group Inc.
petcraftproducts.com	R2P Group Inc.
petcraftsupply.com	R2P Group Inc.
petcraftsupplyco.com	R2P Group Inc.
petcraftsupplyco.us	R2P Group Inc.
petcraftsupplycompany.com	R2P Group Inc.
petcraftsupplycompany.us	R2P Group Inc.
PETRUNK.COM	R2P Group Inc.
POUNCEPACK.COM	R2P Group Inc.
POUNCEPAK.COM	R2P Group Inc.
pupperonipizza.xyz	R2P Group Inc.
r2p.group	R2P Group Inc.
R2PG.COM	R2P Group Inc.
r2pgroup.biz	R2P Group Inc.
r2pgroup.co	R2P Group Inc.
r2pgroup.com	R2P Group Inc.
r2pgroup.info	R2P Group Inc.
r2pgroup.net	R2P Group Inc.
r2pgroup.org	R2P Group Inc.
r2pgroup.us	R2P Group Inc.
r2pgroups.com	R2P Group Inc.
R2PPET.COM	R2P Group Inc.
R2PPETSHOP.COM	R2P Group Inc.
readypet.biz	R2P Group Inc.
readypetproduct.com	R2P Group Inc.
readypetproducts.com	R2P Group Inc.
readypetproducts.pet	R2P Group Inc.
readypetproducts.us	R2P Group Inc.
readypets.us	R2P Group Inc.
readypetsupplies.com	R2P Group Inc.
readypetz.com	R2P Group Inc.

Domain Name	Owner
SHOPR2PPET.COM	R2P Group Inc.
snuggbeds.com	R2P Group Inc.
snuggpets.com	R2P Group Inc.
thereadypet.com	R2P Group Inc.
WISHESANDWHISKERS.COM	R2P Group Inc.