

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM514950

SUBMISSION TYPE:	RESUBMISSION
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL
RESUBMIT DOCUMENT ID:	900485077

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Doggie District Franchise Company L.L.C.		03/18/2019	Corporation: NEVADA

RECEIVING PARTY DATA

Name:	PETSuites of America, LLC
Street Address:	29229 Canwood Street, Suite 100
City:	Agoura Hills
State/Country:	CALIFORNIA
Postal Code:	91301
Entity Type:	Limited Liability Company: KENTUCKY

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Serial Number:	87225747	DOGGIE DISTRICT

CORRESPONDENCE DATA**Fax Number:**

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: 2102457992
Email: cryan@paynepllc.com
Correspondent Name: Carrie P Ryan
Address Line 1: 4040 Broadway
Address Line 2: Suite 530
Address Line 4: San Antonio, TEXAS 78209

NAME OF SUBMITTER:	Carrie P. Ryan
SIGNATURE:	/Carrie P. Ryan/
DATE SIGNED:	03/19/2019

Total Attachments: 4

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ASSIGNMENT OF SERVICE MARKS

THIS ASSIGNMENT OF SERVICE MARKS (this “**Assignment**”) is made and entered into as of March 18, 2019 effective as of December 21, 2018, by and among PETSUITES OF AMERICA, LLC, a Kentucky limited liability company (“**Buyer**”) and a wholly owned indirect subsidiary of NATIONAL VETERINARY ASSOCIATES, INC., a Delaware corporation (“**NVA**”), DOGGIE DISTRICT FRANCHISE COMPANY L.L.C., a Nevada limited liability company (“**Seller**”), NELSON TRESSLER (the “**Member**” and, together with Seller, the “**Selling Parties**”).

WHEREAS, the Member is the sole member of the Seller;

WHEREAS, the Buyer and the Selling Parties have entered into that certain Asset Purchase Agreement dated the date hereof (the “**Purchase Agreement**”), whereby the Selling Parties have agreed to sell, transfer and deliver to the Buyer certain assets, and the Buyer has agreed to purchase such assets from the Selling Parties, on the terms and conditions set forth in Purchase Agreement;

WHEREAS, in connection with the transactions contemplated by the Purchase Agreement, Seller will assign the following intellectual property (the “**Service Mark Assets**”) to Buyer pursuant to the terms of this Assignment: (1) the federally registered service mark, which includes the words “Doggie District Pet Resort & Training Center Vacancy” in the United States of America, registered with the U.S. Patent and Trademark Office on March 13, 2018 under U.S. Reg. No. 5422542 and serial number 87547792, together with all related or associated rights and goodwill, and (2) the federally registered service mark, which includes the words “Doggie District” in the United States of America, registered with the U.S. Patent and Trademark Office on June 6, 2017 under U.S. Reg. No. 5218446 and serial number 87225747, together with all related or associated rights and goodwill; and

WHEREAS, all capitalized terms not otherwise defined herein shall have the meanings assigned to them in the Purchase Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. **Assignment of Service Mark Assets**. The Selling Parties do hereby assign, transfer and deliver to the Buyer, and the Buyer does hereby accept from the Selling Parties, all of their rights, title and interest in and to the Service Mark Assets.

2. **Further Assurances**. The Selling Parties do hereby covenant and agree to, upon the request of the Buyer, execute, acknowledge and deliver, or cause to be done, executed, acknowledged and delivered, all such further acts, assignments, transfers, assurances and instruments as the Buyer may reasonably request to assign and transfer the Service Mark Assets to the Buyer and to assure to the Buyer the continued possession, control and enjoyment of the Service Mark Assets.

3. **Purchase Agreement**. Nothing herein shall be deemed to modify or diminish the representations, warranties, covenants and obligations of the parties under the Purchase Agreement.

4. **Governing Law**. This instrument shall be construed and governed in accordance with the internal laws of the State of Nevada, without giving effect to principles of conflicts of law.

5. **Effective Date**. This instrument shall be effective as of December 21, 2018.

6. **Counterparts**. This Assignment may be executed in any number of counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument. A facsimile, telecopy, PDF or other reproduction of this Assignment may be executed by one or more parties hereto, and an executed copy of this Assignment may be delivered by one or more parties by facsimile or similar electronic transmission device pursuant to which the signature of or on behalf of such party can be seen, and such execution and delivery shall be considered valid, binding and effective for all purposes. At the request of any party, all parties agree to execute an original of this Assignment as well as any facsimile, telecopy, PDF or other reproduction hereof.

[Signature page(s) follow]

IN WITNESS WHEREOF, this Assignment has been executed and delivered on the date first above written.

BUYER:

PetSuites of America, LLC

By: 

Name: Eric A. Smith

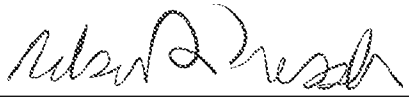
Its: General Counsel

[Signature Page to Revised Assignment of Service Marks (Doggie District)]

TRADEMARK
REEL: 006594 FRAME: 0443


SELLING PARTIES:

Doggie District Franchise Company L.L.C.

By: 

Name: Nelson Tressler

Its: Manager



Nelson Tressler

[Signature Page to Revised Assignment of Service Marks (Doggie District)]