

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM514948

<b>SUBMISSION TYPE:</b>	RESUBMISSION
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL
<b>RESUBMIT DOCUMENT ID:</b>	900485076

**CONVEYING PARTY DATA**

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

**RECEIVING PARTY DATA**

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

**PROPERTY NUMBERS Total: 1**

Property Type	Number	Word Mark
<b>Serial Number:</b>	87547792	DOGGIE DISTRICT PET RESORT & TRAINING CE

**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

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

**Total Attachments: 4**

source=Revised Assignment of Service Marks (Doggie District) (00030753xEE97A)#page1.tif  
source=Revised Assignment of Service Marks (Doggie District) (00030753xEE97A)#page2.tif  
source=Revised Assignment of Service Marks (Doggie District) (00030753xEE97A)#page3.tif



## 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

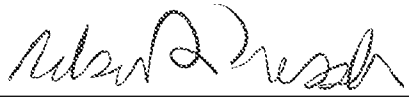
Its: General Counsel

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

**TRADEMARK**  
**REEL: 006594 FRAME: 0548**

**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)]*