

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM526481

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|---|--|-----------------------|--|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| Motivation Design, LLC | | 06/04/2019 | Limited Liability Company: DELAWARE |
| RECEIVING PARTY DATA | | | |
| Name: | Radio Systems Corporation | | |
| Street Address: | 10427 PetSafe Way | | |
| City: | Knoxville | | |
| State/Country: | TENNESSEE | | |
| Postal Code: | 37932 | | |
| Entity Type: | Corporation: DELAWARE | | |
| PROPERTY NUMBERS Total: 8 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 3415782 | KURGO | |
| Registration Number: | 4316394 | KURGO | |
| Registration Number: | 4715157 | KURGO | |
| Registration Number: | 2951553 | TIRE TOTE | |
| Registration Number: | 4547033 | GO TOGETHER | |
| Registration Number: | 5124082 | KURGO | |
| Registration Number: | 5277000 | RUFFTEX | |
| Registration Number: | 5297611 | ME & ZELDA | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | 6123329081 | | |
| <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: | 865-380-5960 | | |
| Email: | bbrittian@merchantgould.com | | |
| Correspondent Name: | R. Bradford Brittian | | |
| Address Line 1: | P.O. Box 2910 | | |
| Address Line 4: | Minneapolis, MINNESOTA 55402-9944 | | |
| NAME OF SUBMITTER: | R. Bradford Brittian | | |
| SIGNATURE: | /R. Bradford Brittian/ | | |

OP \$215.00 3415782

| | |
|---|------------|
| DATE SIGNED: | 06/05/2019 |
| Total Attachments: 4 source=2019 06 04 Assignment from Motivation Design to Radio Systems#page1.tif source=2019 06 04 Assignment from Motivation Design to Radio Systems#page2.tif source=2019 06 04 Assignment from Motivation Design to Radio Systems#page3.tif source=2019 06 04 Assignment from Motivation Design to Radio Systems#page4.tif | |

TRADEMARK ASSIGNMENT AGREEMENT

This TRADEMARK ASSIGNMENT AGREEMENT ("Agreement"), dated as of June 4, 2019, is made by and among MOTIVATION DESIGN, LLC, a Delaware limited liability company with an address of 2D Fanaras Drive, Salisbury, Massachusetts 01952 (the "Assignor"), and RADIO SYSTEMS CORPORATION, a Delaware corporation with an address of 10427 PetSafe Way, Knoxville, Tennessee 37932 (the "Assignee").

WITNESSETH:

WHEREAS, the Assignor and the Assignee entered into a certain Membership Interests Purchase Agreement, dated as of October 18, 2018, pursuant to which Assignor became a wholly owned subsidiary of Assignee (the "Purchase Agreement"); and

WHEREAS, the Assignor and the Assignee acknowledge that it is to the benefit of both the Assignor and the Assignee for all of the Assignors' right, title and interest in, to and under all of the Assignors' trademarks listed in the Schedule A hereto and otherwise defined in Section 1 of this Agreement (the "Assigned Marks"), together with the goodwill associated therewith, and any past damages or causes of action, to be assigned to Assignee;

NOW, THEREFORE, in consideration of One Hundred Dollars, the premises and covenants set forth herein, the continuing business relationship between the Parties, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto, intending to be legally bound hereby, further agree as follows:

Section 1. Assignment:

Assignor hereby irrevocably transfers and assigns to Assignee, and Assignee hereby accepts and assumes from Assignor, all of Assignor's right, title and interest in and to (i) the trademarks set forth in Schedule A hereto, (ii) any trademark, service mark, trade name, domain name or other source identifier that is a derivative of or confusingly similar to any of the trademarks set forth in Schedule A hereto, (iii) any other trademark, service mark, trade name, or other source identifier that Assignor has used in connection with the sale of goods or services offered or sold by Assignor, (iv) any registration or application for registration of any of the foregoing (including the registrations and applications for registration set forth in Schedule A hereto), and (v) any goodwill associated with any of the foregoing (collectively, the "Assigned Marks"). The Assignment also includes any and all royalties, income, or other such fees (which may include damages or fees for infringement) due or payable to Assignor regarding the Marks. Under the terms of this Agreement, Assignee is specifically able to bring any actions for infringement of the Assigned Marks, even if the infringement took place before the executed date of this Agreement, and all existing causes of action relating to the Assigned Marks existing as of the effective date of this Agreement are hereby assigned to Assignee.

Section 2. Further Assurances: The Assignor agrees that at any time and from time to time, without further consideration, it will promptly execute and deliver all further instruments and documents, and take all further actions, requested by the Assignee to more fully evidence the Assignee's respective right, title and interest in, to and under the Assigned Marks, including, without limitation, complying with any and all procedures and requirements of the United States Patent and Trademark Office, or the

procedures and requirements of any foreign government to effectuate the assignment of the Assigned Marks.

Section 3. Applicable Law, Jurisdiction and Venue:

This Agreement shall be governed by, and construed in accordance with, the laws of the State of Tennessee, without giving effect to conflicts of laws principles that would result in the application of the law of any other state.

Section 4. Construction:

Nothing in this Agreement is intended to supersede or limit any of the rights or obligations of the parties to the Purchase Agreement. In the event of a conflict between this Agreement and the Purchase Agreement, the terms of the Purchase Agreement shall govern.

Section 5. No Third Party Beneficiaries:

Nothing in this Agreement, express or implied, is intended or shall be construed to confer upon, or give to, any person other than the parties hereto any remedy or claim under or by reason of this Agreement or any agreements, terms, covenants or conditions hereof, and all the agreements, terms, covenants and conditions in this Agreement contained shall be for the sole and exclusive benefit of the parties hereto and their respective successors and permitted assigns.

Section 6. Counterparts:

This Agreement may be executed in counterparts, each of which shall be deemed an original but both of which together shall constitute one and the same instrument. This Agreement may be executed and delivered by e-mail of a .pdf, .tif, .jpeg or similar attachment ("Electronic Delivery"), and any such counterpart delivered using Electronic Delivery shall be treated in all manner and respects as an original counterpart and shall be considered to have the same binding legal effect as if it were the original signed version thereof delivered in person.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their respective officers thereunto duly authorized, as of the date first above written.

ASSIGNOR:

MOTIVATION DESIGN, LLC.

By: 

Name: Chris Chandler
Title: CFO
Date: 6-4-2019

ASSIGNEE:

RADIO SYSTEMS CORPORATION

By: 

Name: Jennifer Waterhouse
Title: Director of Risk Management
Date: 6/4/19

SCHEDULE A

| COUNTRY | TITLE OR MARK | CLASS | STATUS | APPLICATION SERIAL NUMBER | REG. NUMBER | INT. REG. NUMBER | FILING DATE | ISSUED DATE | RENEWAL DATE |
|--------------------|-----------------------------|------------------------|------------|---------------------------------|---------------|---------------------|-------------|-------------|-----------------|
| US | KURGO | 9, 12 | Registered | 78696358 | 3415782 | | 8/19/2005 | 4/22/2008 | 4/22/2028 |
| US | KURGO | 35 | Registered | 85687681 | 4316394 | | 7/26/2012 | 4/9/2013 | 4/9/2023 |
| US | KURGO | 18 | Registered | 86314988 | 4715157 | | 6/19/2014 | 4/7/2015 | 4/7/2021 |
| EU | KURGO | 12, 18, 35 | Registered | 011077302 | 011077302 | | 7/27/2012 | 4/24/2013 | 7/27/2022 |
| Canada | KURGO | 12, 18 | Registered | 1588023 | TMA867135 | | 7/30/2012 | 12/11/2013 | 12/11/2028 |
| Japan | KURGO | 18 | Registered | 88112/2014 | 5742627 | | 10/20/2014 | 2/20/2015 | 2/20/2025 |
| China | KURGO | 12 | Registered | 11300833 | 11300833 | | 8/3/2012 | 1/6/2014 | 1/6/2024 |
| China | KURGO | 18 | Registered | 11300832 | 11300832 | | 8/3/2012 | 1/6/2014 | 1/6/2024 |
| US | TIRE TOTE | 12 | Registered | 78341087 | 2951553 | | 12/15/2003 | 5/17/2005 | 5/17/2025 |
| Canada | TIRE TOTE | 12 | Registered | 1251584 | TMA719248 | | 3/22/2005 | 7/24/2008 | 7/24/2023 |
| US | GO TOGETHER | 12, 18, 20, 21, 24, 35 | Registered | 86080760 | 4547033 | | 10/2/2013 | 6/10/2014 | 6/10/2020 |
| Canada | GO TOGETHER | 12, 18, 20, 21, 24, 35 | Registered | 1663042 | TMA936567 | | 2/7/2014 | 5/2/2016 | 5/2/2031 |
| South Korea | KURGO | 12 | Registered | 2009-0048526 | 4008490530000 | | 8/31/2010 | 1/6/2011 | 1/6/2021 |
| US | KURGO | 28 | Registered | 87687663 | 5124082 | | 6/10/2016 | 1/17/2017 | 1/17/2027 |
| US | RUFFTEX | 12, 20 | Registered | 86774613 | 5277000 | | 10/1/2015 | 8/29/2017 | 8/29/2027 |
| US | ME & ZELDA | 12, 18 | Registered | 87074406 | 5297611 | | 6/16/2016 | 9/26/2017 | 9/26/2027 |
| Canada | ME & ZELDA | 12, 18, 28 | Pending | 1787654 | | | 6/17/2016 | | |
| Hong Kong | KURGO | 18 | Registered | 303916990 | 303916990 | | 9/29/2016 | 9/29/2016 | 9/28/2026 |
| Taiwan | KURGO | 18 | Registered | 105059876 | 01838137 | | 9/29/2016 | 5/1/2017 | 4/30/2027 |
| New Zealand | KURGO | 18, 28, 35 | Registered | 1051596 | 1051596 | 1310372 | 6/10/2016 | 2/16/2017 | 6/10/2026 |
| Australia | KURGO | 18, 28, 35 | Registered | 1798301 | 1798301 | 1310372 | 6/10/2016 | 9/22/2016 | 6/10/2026 |
| South Korea | KURGO | 18, 28, 35 | Registered | 1310372 | 1310372 | 1310372 | 1/5/2017 | 5/17/2018 | 5/10/2026 |
| Mexico | KURGO | 18 | Registered | 1800334 | 1818913 | 1310372 | 6/10/2016 | 11/15/2017 | 6/10/2026 |
| Mexico | KURGO | 28 | Registered | 1800335 | 1818914 | 1310372 | 6/10/2016 | 11/15/2017 | 6/10/2026 |
| Mexico | KURGO | 35 | Registered | 1800336 | 1818915 | 1310372 | 6/10/2016 | 11/15/2017 | 6/10/2026 |
| India | KURGO | 18, 28, 35 | Registered | 1310372 | 3398839 | 1310372 | 6/10/2016 | 10/12/2017 | 6/10/2026 |
| Russian Federation | KURGO | 18, 28, 35 | Registered | 1310372 | 1310372 | 1310372 | 6/10/2016 | 6/15/2017 | 6/10/2026 |
| Vietnam | KURGO | 18, 28, 35 | Registered | 1310372 | 1310372 | 1310372 | 6/10/2016 | 9/22/2016 | 6/10/2026 |
| WIPO | KURGO | 18, 28, 35 | Registered | 1310372 | 1310372 | 1310372 | 6/10/2016 | | 6/10/2026 |
| China | KURGO in Chinese characters | 12, 16, 18, 20, 21, 24 | Pending | | | | | | |

