

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM528894

<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>
PUPPY TUBS, INC.		06/17/2019	Corporation: GEORGIA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	DESTINATION PET, LLC		
<b>Street Address:</b>	2010 215TH PL SE		
<b>City:</b>	SAMMAMISH		
<b>State/Country:</b>	WASHINGTON		
<b>Postal Code:</b>	98075		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3757234	PUPPY TUBS	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<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>	303.295.8284		
<b>Email:</b>	docket@hollandhart.com, ljheld@hollandhart.com		
<b>Correspondent Name:</b>	Betsy P. Bengtson, Holland & Hart LLP		
<b>Address Line 1:</b>	P.O. Box 8749		
<b>Address Line 2:</b>	Attn: Trademark docketing		
<b>Address Line 4:</b>	Denver, COLORADO 80201-8749		
<b>ATTORNEY DOCKET NUMBER:</b>	94244.0028		
<b>NAME OF SUBMITTER:</b>	Betsy P. Bengtson		
<b>SIGNATURE:</b>	/Betsy P. Bengtson/		
<b>DATE SIGNED:</b>	06/24/2019		
<b>Total Attachments: 5</b>			
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## INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This Intellectual Property Assignment Agreement (the “IP Assignment”) is entered into effective as of June 17, 2019 (the “Effective Date”), between DESTINATION PET, LLC, a Delaware limited liability company (“Buyer”) and PUPPY TUBS, INC., a Georgia corporation (the “Seller”).

WHEREAS, Seller and Buyer have executed that certain Asset Purchase Agreement dated as of the Effective Date (the “Agreement”); and

WHEREAS, Seller owns and utilizes certain unregistered and registered trademarks in connection with its business, as described in Exhibit A hereto (the “Trademarks”); and

WHEREAS, Seller owns and utilizes certain internet domain names in connection with its business, as described in Exhibit A hereto (the “Domain Names”); and

WHEREAS, pursuant to the terms of the Agreement, Seller desires to assign and Buyer desires to receive all of Seller’s rights, title and interest in and to the Trademarks and Domain Names and any and all goodwill associated therewith.

NOW, THEREFORE, for good and valuable consideration as set forth in the Agreement, the receipt and sufficiency of which is hereby acknowledged, Seller and Buyer hereby agree as follows:

1. Assignment. Seller hereby distributes, transfers, assigns, and otherwise conveys to Buyer, all of Seller’s rights, title, and interest in and to the Trademarks and Domain Names, if any, along with the goodwill of the business symbolized by or associated with the Trademarks and Domain Names and all rights to proceeds of the foregoing, including without limitation, any rights of action by the Seller, and the right to take proceedings and to seek and recover damages and all other available remedies, against third parties for past, present, or future infringement of the Trademarks and Domain Names.

Seller further agrees to execute and deliver at the request of Buyer all papers, instruments, and assignments, and to perform any other reasonable acts Buyer may request in order to vest all of Seller’s rights, title, and interest in and to the Trademarks and Domain Names in Buyer and/or to provide evidence to support any of the foregoing in the event such evidence is deemed necessary by Buyer, to the extent such evidence is in the possession or control of the Seller.

2. No Warranties. Seller makes no representation or warranty regarding the Trademarks and Domain Names, including without limitation, as to the ownership or non-infringement of the Trademarks and Domain Names except as set forth in the Agreement.
3. Governing Law. This IP Assignment shall be governed by and construed in accordance with the laws of the State of Delaware without resort to the conflict of law principles thereof.


4. Counterparts. This IP Assignment 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 IP Assignment 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 IP Assignment.

[The remainder of this page is left intentionally blank. Signature page follows.]

IN WITNESS WHEREOF, the parties hereto have executed this IP Assignment as of the date first set forth above.

PUPPY TUBS, INC.

DESTINATION PET, LLC

By:   
Name: Thomas S. Clarke  
Title: President

By: \_\_\_\_\_  
Name: Shane Kelly  
Title: Chief Executive Officer

IN WITNESS WHEREOF, the parties hereto have executed this IP Assignment as of the date first set forth above.

**PUPPY TUBS, INC.**

**DESTINATION PET, LLC**

By: \_\_\_\_\_  
Name: Thomas S. Clarke  
Title: President

By:  \_\_\_\_\_  
Name: Shane Kelly  
Title: Chief Executive Officer

## **EXHIBIT A**

### **I. Trademarks**

All rights associated with the following registered trademarks:

**A.** Registration #: 3757234 filed July 21, 2009 under serial number 77785482 and relating to the name “Puppy Tubs” on file with the United States Patent and Trademark Office (IC 044, US 100, 101, 102 G&S)

All rights associated with any common law trademarks or servicemarks which are associated with the business of Seller.

### **II. Domain Names**

All administrative rights and ongoing rights of any kind to:

[www.puppytubs.com](http://www.puppytubs.com)

Facebook, Instagram, Yelp, Twitter or other social media login credentials and accounts

### **III. Other Items**

Phone Number: (678) 364-9663, (770) 681-0978 and any other numbers utilized in the business

All email addresses and other correspondence addresses of the Seller

Login credential and administrative rights to all other items relating to the business of the Seller