

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM530277

<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>
ROVER RESORT, INC.		06/20/2019	Corporation: TEXAS
<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: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4578912	ROVER RESORT	
<b>Registration Number:</b>	4528943	ROVER RESORT	
<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>	ljheld@hollandhart.com, docket@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>	94244.0031		
<b>NAME OF SUBMITTER:</b>	Betsy P. Bengtson		
<b>SIGNATURE:</b>	/Betsy P. Bengtson/		
<b>DATE SIGNED:</b>	07/02/2019		
<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 20, 2019 (the “Effective Date”), between DESTINATION PET, LLC, a Delaware limited liability company (“Buyer”) and ROVER RESORT, INC., a Texas 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 registered and unregistered trademarks in connection with its business, as described in Exhibit A hereto (the “Trademarks”); and

WHEREAS, Seller owns and utilizes certain internet domain names and certain social media login credentials in connection with its business, as described in Exhibit A hereto (collectively, “Domains and Accounts”); 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 Domains and Accounts 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 Domains and Accounts, if any, along with the goodwill of the business symbolized by or associated with the Trademarks, and Domains and Accounts 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 Domains and Accounts.

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 Domains and Accounts 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. Recordation and Further Actions. Seller hereby authorizes the Commission for Trademarks in the United States Patent and Trademark Office to record and register this IP Assignment upon request by Buyer. Following the date hereof, Seller shall take such steps and actions and provide such cooperation and assistance to Buyer and its successors, assigns and legal representatives, including the execution and delivery of any required documents as may be

necessary to effect, evidence or perfect the assignment of the Trademarks and Domains and Accounts to any assignee or successor of Buyer.

3. No Warranties. Seller makes no representation or warranty regarding the Trademarks and Domains and Accounts, including without limitation, as to the ownership or non-infringement of the Trademarks and Domains and Accounts except as set forth in the Agreement.
4. Governing Law. This IP Assignment shall be governed by and construed in accordance with the laws of the State of Texas without resort to the conflict of law principles thereof.
5. 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.

**ROVER RESORT, INC.**

**DESTINATION PET, LLC**

By: *Cathy Davis*  
Name: Cathy Davis  
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.

**ROVER RESORT, INC.**

**DESTINATION PET, LLC**

By: \_\_\_\_\_  
Name: Cathy Davis  
Title: President

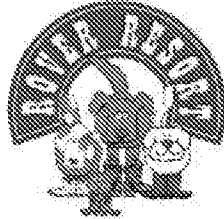
By:  \_\_\_\_\_  
Name: Shane Kelly  
Title: Chief Executive Officer

**EXHIBIT A**

**I. Trademarks/Service Marks**

**A. Trademark Registration #4578912 (US Serial Number 86059320)**

Mark:



Services: Class 43; US 100 101: Pet boarding services

Owner: Rover Resort, Inc.

**B. Trademark Registration #4528943 (US Serial Number 86059336)**

Mark: Standard Character Mark

Services: Class 43; US 100 101: Pet boarding services

Owner: Rover Resort, Inc.

**C. Trade Names**

1. "Rover Resort"
2. All like or similar trade names to the foregoing.

**II. Domains and Accounts**

- A. roverresort.com
- B. Any feeder domains, if any
- C. All login credentials to social media accounts

**III. Other Intellectual Property and Communication Addresses**

- A. (214)-544-7387
- B. All emails associated with the business.