

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM530890

<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>
Dallas Veterinary Surgical Center, P.C.		07/01/2019	Corporation: TEXAS
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Veterinary Specialists of North America LLC		
<b>Street Address:</b>	211 E 7th Street, Suite 620		
<b>City:</b>	Austin		
<b>State/Country:</b>	TEXAS		
<b>Postal Code:</b>	78701		
<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>	4450973	DVSC	
<b>Registration Number:</b>	4455006	DALLAS VETERINARY SURGICAL CENTER	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	9136479057		
<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>	9136479050		
<b>Email:</b>	tmdocketing.burbach@hoveywilliams.com		
<b>Correspondent Name:</b>	Cheryl L. Burbach of HOVEY WILLIAMS LLP		
<b>Address Line 1:</b>	10801 Mastin Blvd., Suite 1000		
<b>Address Line 4:</b>	Overland Park, KANSAS 66210		
<b>NAME OF SUBMITTER:</b>	Cheryl L. Burbach		
<b>SIGNATURE:</b>	/Cheryl L. Burbach/		
<b>DATE SIGNED:</b>	07/08/2019		
<b>Total Attachments: 4</b>			
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**TRADEMARK ASSIGNMENT**

This TRADEMARK ASSIGNMENT (“Assignment”) is entered into as of July 1, 2019, by DALLAS VETERINARY SURGICAL CENTER, P.C. (“Assignor”) in favor of VETERINARY SPECIALISTS OF NORTH AMERICA LLC (“Assignee”).

WHEREAS, Assignor owns all right, title and interest in and to the trademark registrations identified and set forth on Schedule A attached hereto, and all goodwill associated therewith (the “Marks”);

WHEREAS, Assignor, Assignee and the other parties thereto are parties to the Asset Purchase Agreement dated February 2, 2018 (the “Purchase Agreement”) pursuant to which Assignor has sold, and Assignee has purchased, certain assets of Assignor, including, without limitation, the Marks;

WHEREAS, Assignee is the successor to that portion of the assets of the business of the Assignor to which the Marks pertain and such business is ongoing; and

WHEREAS, pursuant to the Purchase Agreement, Assignor wishes to assign to Assignee, and Assignee wishes to acquire from Assignor, all worldwide right, title and interest in and to the Marks and all goodwill associated with the Marks.

NOW, THEREFORE, for good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby acknowledged, Assignor hereby agrees:

1. Assignor hereby irrevocably sells, contributes, transfers, grants, bargains, assigns and conveys to Assignee, free and clear of any and all liens and encumbrances, the entire right, title and interest in, to and under the Marks, together with the goodwill of the business associated therewith, for the United States and for all foreign countries and multi-national registration bodies, including, without limitation, any registrations and applications therefor, any renewals and extensions of the registrations and all corresponding rights that are or may be secured under the laws of the United States or any foreign country, now or hereafter arising or in effect, for Assignee’s own use and enjoyment, and for the use and enjoyment of Assignee’s successors, assigns and other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment had not been made, together with all rights to collect royalties, products and proceeds in connection with any of the foregoing and all rights to sue for past, present or future infringement, misappropriation, unfair competition, dilution or other violation of the foregoing, and all rights to recover damages or lost profits in connection therewith, and all rights corresponding thereto throughout the world.
2. Assignor hereby requests the Commissioner of Patents and Trademarks in the United States Patent and Trademark Office, and the corresponding entities or agencies in any applicable foreign countries or multinational authorities, to record Assignee as the assignee and owner of the Marks and to deliver to Assignee, and to Assignee’s attorneys, agents, successors or assigns, all official documents and communications as may be warranted by this Assignment.

3. Assignor shall provide Assignee, its successors and assigns, and their legal representatives such information, documents and assistance as Assignee or any such other person or entity may reasonably request (including, without limitation, execution and delivery of any affidavits, declarations, oaths or other documents as may reasonably be required) in connection with: (1) the preparation of any application for registration or any application for renewal of any Marks; (2) the prosecution or defense of any infringement or other proceedings that may arise in connection with any of the Marks including, but not limited to, testifying as to any facts relating to the Marks assigned herein and this Assignment; (3) obtaining any additional protection for the Marks that Assignee reasonably may deem appropriate that may be secured under the laws now or hereafter in effect in the United States, foreign countries and multinational authorities; and (4) effectuating and implementing this Assignment.
4. Assignor hereby represents, warrants and covenants that it has all rights necessary to enter into this Assignment, and has not executed and will not execute any agreement in conflict with this Assignment.
5. This Assignment shall be governed by and construed in accordance with the laws of the State of Texas.
6. This Assignment may be signed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.
7. This Assignment is entered into pursuant to the Purchase Agreement, to which reference is made for a further statement of the rights and obligations of Assignor and Assignee with respect to the Marks.

\* \* \* \* \*

**[END OF PAGE]**

**[SIGNATURE PAGE FOLLOWS]**

IN WITNESS WHEREOF, the undersigned have caused this Assignment to be executed by duly authorized officers as of the date first above written.

Assignor:

**DALLAS VETERINARY SURGICAL  
CENTER, P.C.**

By: Katherine Wells

Name: Katherine Wells

Title: DVM

Acknowledged by Assignee:

**VETERINARY SPECIALISTS OF  
NORTH AMERICA LLC**

By: [Signature]

Name: Hana S. Wolf

Title: General Counsel

**Schedule A**  
**to Trademark Assignment**

Trademark	Registration No.	Database	Status	International Classes)	Owner Name on Record
DALLAS VETERINARY SURGICAL CENTER  DALLAS VETERINARY SURGICAL CENTER	4455006	U.S. Federal	RENEWED (REGISTERED)	44	DALLAS VETERINARY SURGICAL CENTER, P.C.
Trademark	Registration No.	Database	Status	International Classes)	Owner Name on Record
DVSC  DVSC	4450973	U.S. Federal	RENEWED (REGISTERED)	44	DALLAS VETERINARY SURGICAL CENTER, P.C.