

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM532045

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Rejuvapet, LLC		07/11/2019	Limited Liability Company: MARYLAND
RECEIVING PARTY DATA			
Name:	Restorapet, Inc.		
Street Address:	259 Madison Ave		
Internal Address:	34th Floor, c/o Permian Investment Partners		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10017		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	4751219	VITALITROL	
Registration Number:	4770427	RESTORAPET	
CORRESPONDENCE DATA			
Fax Number:	4344736738		
<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:	4342601837		
Email:	hbalmat@balmatlaw.com		
Correspondent Name:	Heather E. Balmat		
Address Line 1:	977 Seminole Trail, #342		
Address Line 4:	Charlottesville, VIRGINIA 22901		
NAME OF SUBMITTER:	Heather E. Balmat		
SIGNATURE:	/Heather E. Balmat/		
DATE SIGNED:	07/16/2019		
Total Attachments: 4			
source=Rejuvapet IP Assignment (Execution Version)#page1.tif			
source=Rejuvapet IP Assignment (Execution Version)#page2.tif			
source=Rejuvapet IP Assignment (Execution Version)#page3.tif			

OP \$65.00 4751219

INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT ("**IP Assignment**"), dated as of July 11, 2019, is made by REJUVAPET, INC., A Maryland corporation and REJUVAPET, LLC, a Maryland limited liability company (each, a "**Seller**" and collectively, "**Sellers**"), in favor of RESTORAPET, INC. ("**Buyer**"), a Delaware corporation, the purchaser of all of the assets of Sellers pursuant to an Asset Purchase and Contribution Agreement by and among Buyer, Sellers, Poderimals, LLC, a Delaware limited liability company, and Big Bend 60 Investments, LLC, a Texas limited liability company, dated as of July 9, 2019 (the "**Purchase Agreement**").

WHEREAS, under the terms of the Purchase Agreement, each Seller has conveyed, transferred, and assigned to Buyer, among other assets, certain intellectual property of such Seller, and has agreed to execute and deliver this IP Assignment, for recording with the United States Patent and Trademark Office;

NOW THEREFORE, the parties agree as follows:

1. Assignment. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Seller hereby irrevocably conveys, transfers, and assigns to Buyer, and Buyer hereby accepts, all of such Seller's right, title, and interest in and to the following (the "**Assigned IP**"):

(a) the trademark registrations and applications set forth on **Schedule 1** hereto owned by Rejuvapat, LLC and all issuances, extensions, and renewals thereof (the "**Trademarks**"), together with the goodwill of the business connected with the use of, and symbolized by, the Trademarks;

(b) all rights of any kind whatsoever of Seller accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions, and otherwise throughout the world;

(c) any and all royalties, fees, income, payments, and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

(d) any and all claims and causes of action with respect to any of the foregoing, whether accruing before, on, or after the date hereof, including all rights to and claims for damages, restitution, and injunctive and other legal and equitable relief for past, present, and future infringement, dilution, misappropriation, violation, misuse, breach, or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

2. Recordation and Further Actions. Seller hereby authorizes the Commissioner 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, upon Buyer's reasonable request, and at Buyer's sole cost and expense, 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 affidavits, declarations, oaths, exhibits, assignments, powers of attorney, or other documents, as may be reasonably necessary to effect, evidence, or perfect the assignment of the Assigned IP to Buyer, or any assignee or successor thereto.

3. Terms of the Purchase Agreement. The parties hereto acknowledge and agree that this IP Assignment is entered into pursuant to the Purchase Agreement, to which reference is made for a further statement of the rights and obligations of Seller and Buyer with respect to the Assigned IP. The representations, warranties, covenants, agreements, and indemnities contained in the Purchase Agreement shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. In the event of any conflict or inconsistency between the terms of the Purchase Agreement and the terms hereof, the terms of the Purchase Agreement shall govern.

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 one and the same agreement. A signed copy of this IP Assignment delivered by facsimile, e-mail, 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.

5. Successors and Assigns. This IP Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

6. Amendments. This IP Assignment may not be amended, modified, supplemented or changed, in whole or in part, unless in a separate writing making specific reference to this IP Assignment and executed by each of the parties hereto.

7. Governing Law. This IP Assignment and any claim, controversy, dispute, or cause of action (whether in contract, tort, or otherwise) based upon, arising out of, or relating to this IP Assignment and the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws of the United States and the State of Delaware, without giving effect to any choice or conflict of law provision or rule (whether of the State of Delaware or any other jurisdiction).

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Seller has duly executed and delivered this IP Assignment as of the date first above written.

REJUVAPET, LLC

DocuSigned by:
Brian Larsen
By: _____
Name: Brian Larsen
Title: CEO
Address for Notices:
8700 Georgia Avenue, Suite 400
Silver Spring, Maryland 20910

REJUVAPET, INC.

DocuSigned by:
Brian Larsen
By: _____
Name: Brian Larsen
Title: CEO
Address for Notices:
8700 Georgia Avenue, Suite 400
Silver Spring, Maryland 20910

AGREED TO AND ACCEPTED:

RESTORAPET, INC.

DocuSigned by:
ASD
By: _____
Name: Alex Duran
Title: Authorized Signatory
Address for Notices:
c/o Permian Investment Partners
259 Madison Avenue – 34th Floor
New York, NY 10017

SCHEDULE 1

ASSIGNED TRADEMARK REGISTRATIONS AND APPLICATIONS

Trademark Registrations

Mark	Jurisdiction	Registration Number	Registration Date
Vitalitrol	US	Trademark Reg. 4,751,219	June 9, 2015
Restorapet	US	Trademark Reg. 4,770,407 –	July 7, 2015