

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM534846

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
ARNI SAYS SAVES LLC		07/25/2019	Limited Liability Company: COLORADO
RECEIVING PARTY DATA			
Name:	FYF-JB, LLC		
Street Address:	143 MILL ROCK ROAD EAST		
City:	OLD SAYBROOK		
State/Country:	CONNECTICUT		
Postal Code:	06475		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	86763112	KITTY KASA	
CORRESPONDENCE DATA			
Fax Number:	2162413707		
<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:	216241-2838		
Email:	tmTaftdocket@taftlaw.com		
Correspondent Name:	Amanda H. Wilcox		
Address Line 1:	200 PUBLIC SQUARE, SUITE 3500		
Address Line 4:	CLEVELAND, OHIO 44114		
ATTORNEY DOCKET NUMBER:	FYF01-GN035		
NAME OF SUBMITTER:	Amanda H. Wilcox		
SIGNATURE:	/s/ Amanda H. Wilcox		
DATE SIGNED:	08/01/2019		
Total Attachments: 8			
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EXHIBIT C

INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This **INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT** (this “IP Assignment”) is made effective as of this 25day of July, 2019, by and between **ARNI SAYS SAVES LLC**, a Colorado limited liability company (“Assignor”), in favor of **FYF-JB, LLC**, a Delaware limited liability company (“Assignee”), in accordance with that certain Asset Purchase Agreement, made effective as of the date hereof (the “Purchase Agreement”), by and among Assignor and Assignee. Capitalized terms used herein but not otherwise defined shall have the meanings given them in the Purchase Agreement.

RECITALS:

A. Pursuant to the terms of the Purchase Agreement, Assignee is purchasing substantially all the tangible and intangible assets related to its Kitty Kasas business (as more particularly defined in the Purchase Agreement, the “Purchased Assets” and the “Business”, respectively) from Assignor.

B. In connection with the purchase of the Purchased Assets contemplated by the Purchase Agreement, Assignor wishes to transfer, assign, and convey to Assignee certain intellectual property of Assignor and Assignee wishes to accept and assume the same, subject to the terms and conditions of this IP Assignment and the Purchase Agreement.

NOW, THEREFORE, in furtherance of the foregoing, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and subject to the terms of the Purchase Agreement, the parties hereby agree as follows:

1. IP Assignment.

1.1 General. Assignor hereby sells, assigns, conveys, and transfers unto Assignee all worldwide right, title, and interest in and to all the intellectual property assets of Seller used in connection with, or otherwise relating to, the Business (as more particularly defined in the Purchase Agreement, the “Purchased IP”). Schedule A attached hereto includes a nonexhaustive listing of the Purchased IP.

1.2 Patents and Registered Designs. Without limiting the generality of Section 1.1,

(a) Assignor hereby sells, assigns, conveys, and transfers unto Assignee all worldwide right, title, and interest of Assignor in and to the inventions and designs and the subject matter disclosed in the patents, design patents, registered designs, and patent applications included in the Purchased IP, and in and to all letters patent domestic or foreign issued or to be obtained thereon, all related renewals, reissues, divisions, continuations, continuations-in-part, revisions, extensions, reexaminations, and any patent application claiming priority to any of the aforementioned

applications, including all rights and interests with priority rights under the Paris Convention for the Protection of Industrial Purchased IP, the International Patent Cooperative Union, European Patent Convention, Common Market Convention, or any other convention or Union for each country of said Convention or Union and all licenses related to any of the foregoing, as well as the right to recover for past, present and future infringement of such patents and any prior, current or future breach of such licenses.

(b) Assignor authorizes and requests the Commissioner of Patents of the United States Patent and Trademark Office and any similar governmental authority in a foreign jurisdiction to issue to Assignee, its successors and assigns, all letters patent domestic and foreign and any registered designs granted upon the subject matter transferred herewith.

1.3 Trademarks. Without limiting the generality of **Section 1.1**,

(a) Assignor hereby sells, assigns, conveys, and transfers unto Assignee all worldwide right, title, and interest of Assignor in and to all domestic and foreign registrations and applications for registration of the trademarks, service marks, trade dress, and trade names included in the Purchased IP, all domestic and foreign unregistered trademarks, service marks, trade dress, and trade names included in the Purchased IP, all renewals and extensions of any of the foregoing, the right to recover for past, present or future infringement of any of the foregoing, the entire goodwill of the business associated with which is symbolized by the foregoing, and all licenses related to any of the foregoing (including the right to recover for any prior, current or future breach thereof).

(b) Assignor authorizes and requests the United States Patent and Trademark Office and any similar foreign or domestic governmental authority to transfer to Assignee, its successors and assigns, record ownership of such registrations and/or applications, and to issue to Assignee, its successors and assigns, all Certificates of Registration, foreign or domestic, arising from the applications.

1.4 Copyrights. Without limiting the generality of **Section 1.1**,

(a) Assignor hereby sells, assigns, conveys, and transfers unto Assignee all worldwide right, title, and interest of Assignor in and to all domestic and foreign registrations and applications for registration of the copyrights included in the Purchased IP, all unregistered copyrights included in the Purchased IP, all rights to recover for past, present and future infringement of such copyrights, and all licenses related to any of the foregoing, including the right to recover for any prior, current or future breach thereof.

(b) Assignor hereby authorizes and requests the United States Copyright Office and any similar foreign or domestic governmental authority to transfer to Assignee, its successors and assigns, record ownership of such copyrights and copyright applications, and to issue to Assignee, its successors and assigns, all Certificates of Registration, foreign or domestic, relating thereto.

1.5 Domain Names. Without limiting the generality of **Section 1.1**,

(a) Assignor hereby sells, assigns, conveys, and transfers unto Assignee all worldwide right, title, and interest of Assignor in and to all domain names included in the Purchased IP, all rights to recover for past, present and future infringement of such domain names, and all licenses related to any of the foregoing, including the right to recover for any prior, current or future breach thereof.

(b) Assignor hereby authorizes and requests any foreign or domestic domain name registrar to transfer to Assignee, its successors and assigns, record ownership of such domain names and registrations thereof to Assignee, its successors and assigns.

1.6 Trade Secrets. Without limiting the generality of **Section 1.1**,

Assignor hereby sells, assigns, conveys, and transfers unto Assignee all worldwide right, title, and interest of Assignor in and to all trade secrets included in the Purchased IP, all rights to recover for past, present and future violation of such trade secrets, and all licenses related to any of the foregoing, including the right to recover for any prior, current or future breach thereof.

2. Recordation and Further Actions. Assignor hereby authorizes any governmental authorities including, without limitation, the US Patent and Trademark Office and the US Copyright Office, to record and register this IP Assignment upon request by Assignee. Upon request of Assignee, Assignor shall, at Assignee's expense, take such steps and actions following the date hereof, including the execution and delivery of any documents, files, registrations, or other similar items, to more effectively consummate the assignment of the Purchased IP contemplated by this Agreement.

3. Binding Effect. This IP Assignment shall be binding upon and inure to the benefit of Assignee and Assignor and their respective successors and permitted assigns.

4. Governing Law. This IP Assignment shall be governed by, and construed in accordance with, the laws of the State of Ohio, without regard to its conflict of law principles.

5. Waivers. No waiver of any of the provisions of this IP Assignment shall be valid and enforceable unless such waiver is in writing and signed by the party to be charged, and, unless otherwise stated therein, no such waiver shall constitute a waiver of any other provisions hereof (whether or not similar) or a continuing waiver.

6. No Third Party Rights. Nothing express or implied in this IP Assignment is intended or shall be construed to confer on any person other than Assignor and Assignee any rights under this IP Assignment.

7. Severability. In the event that any part of this IP Assignment is declared by any court or other judicial or administrative body to be null, void or unenforceable, said provision shall

survive to the extent it is not so declared, and all of the other provisions hereof shall remain in full force and effect.

8. Counterparts. This IP Assignment may be executed in multiple counterparts, and each counterpart hereof shall be deemed to be an original agreement, but all such counterparts shall constitute but one agreement.

[Signature Page Follows]

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of Orange)
On July 24th 2019 before me, K. Pierce, Notary Public,
Date Here Insert Name and Title of the Officer
personally appeared Nicole Linn
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature [Handwritten Signature]
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____ Document Date: _____
Number of Pages: _____ Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____ Signer's Name: _____
 Corporate Officer — Title(s): _____ Corporate Officer — Title(s): _____
 Partner — Limited General Partner — Limited General
 Individual Attorney in Fact Individual Attorney in Fact
 Trustee Guardian or Conservator Trustee Guardian or Conservator
 Other: _____ Other: _____
Signer Is Representing: _____ Signer Is Representing: _____

IN WITNESS WHEREOF, the parties have caused this Intellectual Property Assignment Agreement to be executed as of the date first written above.

"Assignor"

ARNI SAYS SAVES LLC

By: _____
Name: _____
Title: _____

"Assignee"

FYF-JB, LLC

By: [Signature]
Name: Robert Mavitz
Title: CEO

STATE OF _____)
) SS
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 2019, by _____, the _____ of Arni Says Saves LLC, a Colorado limited liability company, on behalf of the limited liability company.

Notary Public

STATE OF Ohio)
) SS
COUNTY OF Portage)

The foregoing instrument was acknowledged before me this 8th day of July, 2019, by Robert Mavitz, the CEO of FYF-JB, LLC, a Delaware limited liability company, on behalf of the limited liability company.

[Signature]
Notary Public



LYNNE M. MORRISON
Notary Public
In and for the State of Ohio
My Commission Expires
September 8, 2022

Schedule A

Myers Bigel Ref.	Country	Type	Application Number	Filing Date	Patent Number	Issue Date	Title	Status
1331-2DS	US	Design	29/527317	5/18/2015	D769544	10/18/2016	Animal Habitat	Granted (Cat)
1331-2DSDV	US	Design	29/581139	10/17/2016	D838057	01/08/2019	Animal Habitat	Pending (Cat)
1331-2DS.EM	EP	Design	2744755	7/28/2015	27447550001	8/24/2015	Animal Habitat	Granted (Cat)
1331-2DS.EM2	EP	Design	2744755	7/28/2015	27447550002	8/24/2015	Animal Habitat	Granted (Cat)
1331-2DS.EM3	EP	Design	2744755	7/28/2015	27447550003	8/24/2015	Animal Habitat	Granted (Cat)
1331-2DS.EM4	EP	Design	2744755	7/28/2015	27447550004	8/24/2015	Animal Habitat	Granted (Cat)
1331-3DS	US	Design	29/527323	5/18/2015	D769545	10/18/2016	Animal Habitat	Granted (Dog)
1331-3DS.EM	EP	Design	2744771	7/28/2015	27447710001	8/24/2015	Animal Habitat	Granted (Dog)
1331-3DS.EM2	EP	Design	2744771	7/28/2015	27447710002	8/24/2015	Animal Habitat	Granted (Dog)
1331-3DS.EM3	EP	Design	2744771	7/28/2015	27447710003	8/24/2015	Animal Habitat	Granted (Dog)
1331-4PR	US	Provisional	62/163154	5/18/2015	--	--	Small Pet Habitat Units and Systems and Methods Including Same	Lapsed (Cat, Dog)
1331-4	US	Utility	15/154363	5/13/2016	--	--	Small Pet Habitat Units and Systems and Methods Including Same	Lapsed (Cat, Dog)
1331-4WO	WO	PCT	PCT/US2016/032839	5/17/2016	--	--	Small Pet Habitat Units and Systems and Methods Including Same	Lapsed (Cat, Dog)
1331-6	US	Trademark	86/763112	9/21/2015	5033414	8/30/2016	KITTY KASA	Registered
1331-6EUTM	EP	Trademark	015228554	3/17/2016	015228554	7/19/2016	KITTY KASA	Registered