

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM540732

<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>
Concept Laboratories, Inc.		09/10/2019	Corporation: ILLINOIS
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Pet Healthbox, LLC		
<b>Street Address:</b>	231 Douglas Road East		
<b>Internal Address:</b>	Unit 1		
<b>City:</b>	Oldsmar		
<b>State/Country:</b>	FLORIDA		
<b>Postal Code:</b>	34677		
<b>Entity Type:</b>	Limited Liability Company: FLORIDA		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2761412	PET MD	
<b>Registration Number:</b>	5192095	PET MD	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	8007261491		
<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>	813-925-8505		
<b>Email:</b>	trademarks@smithhopen.com		
<b>Correspondent Name:</b>	Smith & Hopen, P.A.		
<b>Address Line 1:</b>	180 Pine Avenue North		
<b>Address Line 4:</b>	Oldsmar, FLORIDA 34677		
<b>NAME OF SUBMITTER:</b>	Michele L. Lawson		
<b>SIGNATURE:</b>	/michele l lawson/		
<b>DATE SIGNED:</b>	09/13/2019		
<b>Total Attachments: 3</b>			
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OP \$65.00 2761412

## ASSIGNMENT OF TRADEMARKS

THIS ASSIGNMENT OF TRADEMARKS ("Assignment") is made and entered into effective as of September 10, 2019 (the "Effective Date"), by and between CONCEPT LABORATORIES, INC., an Illinois corporation, whose address is 1400 West Wabansia Avenue, Chicago, Illinois 60642 ("Assignor"), and PET HEALTHBOX, LLC, a Florida limited liability company, whose address is 8244 Vassar Circle, Tampa, Florida 33634 ("Assignee").

### WITNESSETH:

WHEREAS, Assignor owns the trademarks listed on Exhibit A attached hereto and incorporated herein, which are registered with the United States Patent and Trademark Office ("USPTO") (collectively, the "Trademarks"); and

WHEREAS, Assignee is desirous of acquiring the Trademarks and the good will associated with and symbolized by those Trademarks, and Assignor is desirous of assigning said Trademarks and the good will associated with and symbolized by those Trademarks to Assignee upon the terms set forth herein.

NOW, THEREFORE, for and in consideration of the sum of [REDACTED] and other good and valuable consideration, the receipt of which is hereby acknowledged, Assignor and Assignee agree as follows:

1. Assignment. Assignor hereby transfers and assigns the Trademarks and its rights, title, interest and benefits thereunder unto Assignee, its successors and assigns, to have and to hold the same unto Assignee. Assignee hereby acknowledges and accepts the assignment of such Trademarks. This Assignment is absolute, unconditional and irrevocable.

2. Representations and Warranties. Assignor represents and warrants to Assignee:

- a. Assignor is an Illinois corporation duly organized, validly existing and in good standing under the laws of the State of Illinois, and has full corporate power and authority to enter into this Assignment and to consummate the transactions contemplated hereby.
- b. The performance by Assignor of the assignment hereunder has been duly authorized by all necessary corporate action. This Assignment constitutes a valid and legally binding agreement by Assignor, enforceable against Assignor in accordance with its terms.
- c. Assignor has good, marketable and exclusive title to the Trademarks, free and clear of all liens.

3. Additional Documents. After the date hereof, Assignor shall execute and deliver, without additional expense to Assignor, such additional documents as are reasonably necessary to consummate, effectuate or evidence the transactions contemplated hereby, including, but not

limited to, those assignment forms required by USPTO to effect the assignment of the Trademarks.

4. Governing Law. This Assignment shall be governed by the laws of the State of Florida.

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

6. Exhibits. The parties acknowledge and agree that all exhibits referenced in this Assignment are attached hereto and incorporated herein by reference.

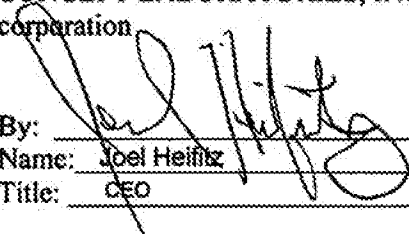
7. Counterparts. This Assignment may be executed in any number of counterparts, each of which shall be deemed to be an original instrument, but all such counterparts together shall constitute one and the same instrument. A signature transmitted by facsimile or email shall have the same effect as an original signature.

8. Attorneys' Fees. In the event of any lawsuit to enforce or interpret any provision of this Assignment, the prevailing party shall be entitled to recover from the non-prevailing party the reasonable attorneys' fees and costs incurred in connection therewith.

IN WITNESS WHEREOF, the parties have executed this Assignment as of the day and year first above written.

ASSIGNOR:

CONCEPT LABORATORIES, INC., an Illinois corporation

By:   
Name: Joel Heifitz  
Title: CEO

ASSIGNEE:

PET HEALTHBOX, LLC, a Florida limited liability company

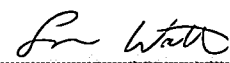
By:   
Stephen Watters, its Manager

Exhibit A

Trademarks

1. PET MD (pet grooming products)                      Registration Number 2761412
2. PET MD (pet dietary supplements; pet treats)      Registration Number 5192095