

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM543974

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Forget-Me-Not Pet Crematory, Inc.		08/21/2019	Corporation: MASSACHUSETTS
RECEIVING PARTY DATA			
Name:	Forget-Me-Not Pet Cremation, LLC		
Street Address:	1209 Orange Street		
Internal Address:	c/o The Corporation Trust Company		
City:	Wilmington		
State/Country:	DELAWARE		
Postal Code:	19801		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	88369020	FORGET-ME-NOT	
CORRESPONDENCE DATA			
Fax Number:			
<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:	3016982325		
Email:	ahurlburt@milesstockbridge.com		
Correspondent Name:	Alisa D. Hurlburt		
Address Line 1:	30 West Patrick Street		
Address Line 2:	Suite 600		
Address Line 4:	Frederick, MARYLAND 21701		
ATTORNEY DOCKET NUMBER:	114054-1		
NAME OF SUBMITTER:	Alisa D. Hurlburt		
SIGNATURE:	/Alisa D. Hurlburt/		
DATE SIGNED:	10/04/2019		
Total Attachments: 6			
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TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT (this “**Assignment**”) is made and delivered as of August 21, 2019 (the “**Effective Date**”), by and Forget-Me-Not Pet Crematory, Inc., a Massachusetts corporation with a principal place of business at 80 Lyman Street, Northborough, Massachusetts 01532 (“**Assignor**”), and Forget-Me-Not Pet Cremation, LLC, a Delaware limited liability company with a principal place of business at c/o The Corporation Trust Company, 1209 Orange Street, Wilmington, Delaware 19801 (“**Assignee**”), pursuant to an Asset Purchase Agreement, dated as of even date herewith (the “**Purchase Agreement**”), by and among Assignor, Assignee, and Stockholders (as that term is defined in the Purchase Agreement). All capitalized terms used but not otherwise defined in this Assignment shall have the meanings given to them in the Purchase Agreement.

WHEREAS, Assignor is the owner of certain trademarks used in connection with its pet crematory business; and

WHEREAS, Assignor desires to convey, transfer, assign, and deliver all of its rights in and to the trademarks set forth on Exhibit A attached hereto (collectively, the “**Assigned Trademarks**”), pursuant to the Purchase Agreement and on the terms and subject to the conditions set forth in this Assignment and Assignee desires to accept the same.

NOW, THEREFORE, in consideration of the mutual covenants, terms, and conditions set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Assignment. Assignor hereby does irrevocably sell, convey, transfer, and assign to Assignee, and its successors and assigns, and Assignee agrees to accept, effective as of the date first set forth above, all right, title, and interest in and to the Assigned Trademarks, together with all common law rights and associated goodwill of Assignor and of the business connected with the use of or symbolized thereby, and all claims for damages by reason of past infringement with the right to sue for and collect damages, the same to be held and enjoyed by Assignee, its respective successors and assigns, as fully and entirely as the same would have been held and enjoyed by Assignor had this Assignment not been made. Assignee shall have full and unrestricted right to make, use, license, assign, offer to sell, sell, encumber, secure, loan, and otherwise exploit the Assigned Trademarks to their fullest extent anywhere in the world, without the consent of and without accounting to Assignor and without sharing the revenue or profits generated by or through such use, license, assignment, sale, encumbrance, loan, or other exploitation of the Assigned Trademarks. Assignor hereby agrees that it shall not take any action that may restrict Assignee’s ownership rights in the Assigned Trademarks and that it shall discontinue any use or exploitation of the Assigned Trademarks. Assignor hereby authorizes the United States Patent and Trademark Office and any other governmental agencies having jurisdiction over the Assigned Trademarks to identify Assignee as the owner of all applications and registrations issuing from any applications pending related to the Assigned Trademarks. Assignor further hereby authorizes the United States Patent and Trademark Office and any trademark office in any and all foreign countries to issue any and all registrations related to the Assigned Trademarks to Assignee as the assignee of Assignor’s entire right, title, and interest in and to the same.

2. Further Assurances. Assignor agrees, without further consideration, to take such actions, including without limitation, the execution, acknowledgment, and delivery of documents, as may be necessary and appropriate or reasonably requested by Assignee to further effectuate the assignment contemplated herein. Without limitation, Assignor agrees that, when requested by Assignee, Assignor will promptly sign all papers, take all rightful oaths, and do all acts which may be necessary, desirable or convenient for securing and maintaining the Assigned Trademarks and for vesting title thereto in Assignee, its successors, assigns, and legal representatives or nominees.

3. Remedies. Assignor acknowledges and agrees that any violation of this Assignment will cause immediate and irreparable harm to Assignee and the damages may be difficult or impossible to measure. Therefore upon any actual or impending violation of this Assignment, Assignee may seek a restraining order, preliminary and permanent injunction, without bond, restraining or enjoining any such violation by Assignor or any person or entity acting in concert with or on behalf of Assignor. Such remedy shall be additional to and not in limitation of any other remedy that may otherwise be available either in equity or at law.

4. Successors and Assigns. All of the terms and provisions of this Assignment shall be binding upon, and shall inure to the benefit of, Assignor and Assignee and their respective successors and assigns.

5. Governing Law. This Assignment shall be governed by, and construed and enforced in accordance with, the laws of the State of Delaware, without regard to any conflicts of law provisions that would apply the laws of another jurisdiction.

6. Waiver. Any waiver of a Party's rights under this Assignment may only be made by a writing signed by the Party waiving such rights and the failure of any Party hereto to enforce at any time any provision of this Assignment shall not be construed to be a waiver of such provision, nor in any way to affect the validity of this Assignment or any part hereof or the right of any Party thereafter to enforce each and every such provision. No waiver of any breach of this Assignment shall be held to constitute a waiver of any other or subsequent breach.

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

8. Severability. Whenever possible, each provision of this Assignment will be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Assignment is held to be prohibited by or invalid under applicable law, such provision will be deemed severable and ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Assignment unless the consummation of the transaction contemplated hereby is adversely affected thereby.

9. Counterparts. This Assignment may be executed and delivered in any number of counterparts, each of which so executed and delivered shall be deemed to be an original


and all of which, taken together, shall constitute one and the same instrument. The exchange of copies of this Assignment and of the signature pages hereto by facsimile transmission or by e-mail delivery of a "pdf" data file shall constitute effective and binding execution and delivery of this Assignment as to the parties hereto and may be used in lieu of the original Assignment and signature pages thereof for all purposes.

[Signature Page Follows]

IN WITNESS WHEREOF, each of the parties hereto has caused this Trademark Assignment to be executed and delivered by its duly authorized representative as of the Effective Date.

ASSIGNOR:

FORGET-ME-NOT PET CREMATORY, INC.

By: 
Name: Ralph Brennan
Title: President

ASSIGNEE:

FORGET-ME-NOT PET CREMATION, LLC

By: _____
Name: Scott Buttz
Title: Chief Operating Officer

IN WITNESS WHEREOF, each of the parties hereto has caused this Trademark Assignment to be executed and delivered by its duly authorized representative as of the Effective Date.

ASSIGNOR:

FORGET-ME-NOT PET CREMATORY, INC.

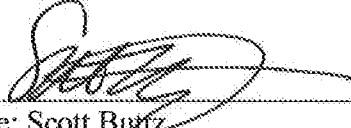
By: _____

Name: Ralph Brennan

Title: President

ASSIGNEE:

FORGET-ME-NOT PET CREMATION, LLC

By:  _____

Name: Scott Buttz

Title: Chief Operating Officer

**EXHIBIT A
TO
TRADEMARK ASSIGNMENT**

LIST OF ASSIGNED TRADEMARKS


Pending U.S. Trademark Application:

Mark	Jurisdiction	Owner	Application Number	Application Date	Status
FORGET-ME-NOT (Word Mark)	USA	Forget-Me-Not Pet Crematory, Inc.	88369020	04/03/2019	Application Pending

Previously Registered U.S. Trademark:

Mark	Jurisdiction	Owner	Registration Number	Registration Date	Status
FORGET-ME-NOT (Word Mark)	USA	Owner by Assignment of Residual and Associated Rights: Forget-Me-Not Pet Crematory, Inc. Original Registrant: Ralph Brennan Lauren Brennan	3493540	08/26/2008	Cancelled

Unregistered Common Law Trademark:

Mark	Jurisdiction	Owner	Date of First Use	Status
	USA	Forget-Me-Not Pet Crematory, Inc.	2007	Active