

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM544001

<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>
Ralph Brennan		08/20/2019	INDIVIDUAL:
Lauren Brennan		08/20/2019	INDIVIDUAL:
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Forget-Me-Not Pet Crematory, Inc.		
<b>Street Address:</b>	80 Lyman Street		
<b>City:</b>	Northborough		
<b>State/Country:</b>	MASSACHUSETTS		
<b>Postal Code:</b>	01532		
<b>Entity Type:</b>	Corporation: MASSACHUSETTS		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	88369020	FORGET-ME-NOT	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<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>	3016982325		
<b>Email:</b>	ahurlburt@milesstockbridge.com		
<b>Correspondent Name:</b>	Alisa D. Hurlburt		
<b>Address Line 1:</b>	30 West Patrick Street		
<b>Address Line 2:</b>	Suite 600		
<b>Address Line 4:</b>	Frederick, MARYLAND 21701		
<b>ATTORNEY DOCKET NUMBER:</b>	114054-1		
<b>NAME OF SUBMITTER:</b>	Alisa D. Hurlburt		
<b>SIGNATURE:</b>	/Alisa D. Hurlburt/		
<b>DATE SIGNED:</b>	10/04/2019		
<b>Total Attachments: 5</b>			
source=Forget-Me-Not--IP Assignment (Brennans to FMN) (EXECUTED) - US App. 88369020#page1.tif			
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## INTELLECTUAL PROPERTY ASSIGNMENT

This Intellectual Property Assignment (this “**Assignment**”) is entered into as of August 20, 2019 (the “**Effective Date**”), by and between, on the one hand, Ralph Brennan and Lauren Brennan (each an “**Assignor**”, and collectively the “**Assignors**”), each individuals and each with a principal place of residence at PO Box 134, 80 Lyman Street, Northborough, MA 01532, and, on the other hand, Forget-Me-Not Pet Crematory, Inc., a Massachusetts corporation (“**Assignee**”), with a principal place of business at 80 Lyman Street, Northborough, Massachusetts 01532. Assignors and Assignee may be referred to herein individually as a “**Party**” and together as the “**Parties**.”

**WHEREAS**, Assignors are the owner of certain trademarks and other intellectual property used in connection with their pet crematory business Forget-Me-Not Pet Crematory, Inc., set forth on Exhibit A attached hereto (collectively, the “**Assigned IP**”); and

**WHEREAS**, Assignors desire to convey, transfer, assign, and deliver all of their rights in and to the Assigned IP 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 agree as follows:

1. Assignment. Assignors hereby do 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 IP, together with all common law rights and associated goodwill of Assignors 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 IP to its fullest extent anywhere in the world, without the consent of and without accounting to Assignors and without sharing the revenue or profits generated by or through such use, license, assignment, sale, encumbrance, loan or other exploitation of the Assigned IP. 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 IP 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 Massachusetts, 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.

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 in counterparts, each of which will be considered 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, the Parties have caused this Assignment to be executed as of the date first written above.

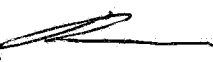
**ASSIGNORS:**

  
\_\_\_\_\_  
Ralph Brennan

  
\_\_\_\_\_  
Lauren Brennan

**ASSIGNEE:**

FORGET-ME-NOT PET CREMATORY, INC.

By:   
\_\_\_\_\_  
Name: Ralph Brennan  
Title: President

**EXHIBIT A  
TO  
INTELLECTUAL PROPERTY ASSIGNMENT**

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**LIST OF ASSIGNED IP**


1. Pending U.S. Trademark Application:

Mark	Jurisdiction	Owner	Application Number	Application Date	Status
<b>FORGET-ME-NOT</b> (Word Mark)	USA	Ralph Brennan Lauren Brennan	88369020	04/03/2019	Application Pending

2. Previously Registered U.S. Trademark:

Mark	Jurisdiction	Owner	Registration Number	Registration Date	Status
<b>FORGET-ME-NOT</b> (Word Mark)	USA	Ralph Brennan Lauren Brennan	3493540	08/26/2008	Cancelled

3. Unregistered Common Law Trademark:

Mark	Jurisdiction	Owner	Date of First Use	Status
	USA	Ralph Brennan Lauren Brennan	2007	Active

4. Social Media Account:

[www.facebook.com/ForgetMeNotPetcrematorycom/](http://www.facebook.com/ForgetMeNotPetcrematorycom/)