

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM544199

<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>
Vitality Veterinary Services Northeast, LLC		10/07/2019	Limited Liability Company: MASSACHUSETTS
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	UVC Vitality Veterinary Holdings, LLC		
<b>Street Address:</b>	281 Tresser Blvd, Suite 601		
<b>Internal Address:</b>	c/o Atlantic Street Capital		
<b>City:</b>	Stamford		
<b>State/Country:</b>	CONNECTICUT		
<b>Postal Code:</b>	06901		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	5458292	VITALITY VETERINARY	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	9498519348		
<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>	949-851-0633		
<b>Email:</b>	ipdocketorangecounty@mwe.com		
<b>Correspondent Name:</b>	Sarah E. Bro - McDermott Will & Emery		
<b>Address Line 1:</b>	18565 Jamboree Road, Suite 250, Suite 25		
<b>Address Line 2:</b>	Suite 250		
<b>Address Line 4:</b>	Irvine, CALIFORNIA 92612		
<b>ATTORNEY DOCKET NUMBER:</b>	108381-0022		
<b>NAME OF SUBMITTER:</b>	Sarah E. Bro		
<b>SIGNATURE:</b>	/sarah e. bro/		
<b>DATE SIGNED:</b>	10/07/2019		
<b>Total Attachments: 4</b>			
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## TRADEMARK ASSIGNMENT

This Assignment ("Assignment") is made effective as of October 7, 2019 from Vitality Veterinary Services Northeast, LLC, a Massachusetts limited liability company, ("ASSIGNOR") to UVC Vitality Veterinary Holdings, LLC, a Delaware limited liability company, ("ASSIGNEE"):

WHEREAS, ASSIGNOR is the sole and exclusive owner of the trademark (the "Mark") and other intellectual property (the "Property") as described below, together with the goodwill of the business symbolized thereby in connection with the goods on which the Mark is used (the "Products").

WHEREAS, ASSIGNOR desires to convey, transfer, assign, deliver, and contribute to ASSIGNEE all of its right, title, and interest in and to the Mark and the Property.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, ASSIGNOR hereby irrevocably conveys, transfers, assigns, delivers, and contributes to ASSIGNEE all of ASSIGNOR'S right, title, and interest of whatever kind in and to the Mark and the Property, together with (i) the goodwill of the business relating to the Products in respect upon which the Mark is used and for which it is registered; (ii) all income, royalties, and damages hereafter due or payable to ASSIGNOR with respect to the Mark, including without limitation, damages, and payments for past or future infringements and misappropriations of the Mark; and (iii) all rights to sue for past, present and future infringements or misappropriations of the Mark.

Mark	U S. Registration No.	Registration Date
VITALITY VETERINARY	5458292	May 1, 2018

ASSIGNOR agrees to execute further papers (including, without limitation, the execution and delivery of any and all affidavits, declarations, oaths, samples, exhibits, specimen, assignments, powers of attorney or other documentation) and to do such other acts as may be necessary or reasonably requested by ASSIGNEE to vest full title in and to the Mark in the ASSIGNEE or which may be necessary to obtain, renew, issue or enforce the Mark. This Assignment shall be binding upon and shall inure to the benefit of the respective successors and permitted assigns of ASSIGNOR and ASSIGNEE.

ASSIGNOR further authorizes and requests the United States Commissioner of Patents and Trademarks and any other similar government authority to record ASSIGNEE as the assignee and owner of the Mark, and issue any and all registrations thereon to ASSIGNEE, as assignee of the entire right, title and interest in, to and under the same, for the sole use and enjoyment of ASSIGNEE and its successors, assigns or other legal representatives.

ASSIGNOR represents and warrants that it has full corporate or other power and authority to execute and deliver this Assignment and to carry out its obligations hereunder. The execution, delivery and performance of this Assignment and the consummation of the transaction

contemplated hereby have been duly authorized by all necessary corporate action of ASSIGNOR.

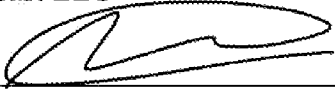
This Assignment may be executed in any number of counterparts, all of which shall be considered one and the same agreement.

*[Remainder of page intentionally left blank]*

IN WITNESS WHEREOF, the parties hereto have executed this Trademark Assignment by its respective duly authorized officer in their respective corporate names as of the date first written above.

**ASSIGNOR:**

Vitality Veterinary Services  
Northeast LLC

By:  \_\_\_\_\_

Name: Matthew A. Lender

Title: Managing Member

**ASSIGNEE:**

UVC Vitality Veterinary  
Holdings, LLC

By: \_\_\_\_\_

Name: George Parry, Jr.

Title: Vice President and Secretary

IN WITNESS WHEREOF, the parties hereto have executed this Trademark Assignment by its respective duly authorized officer in their respective corporate names as of the date first written above.

**ASSIGNOR:**

Vitality Veterinary Services  
Northeast LLC

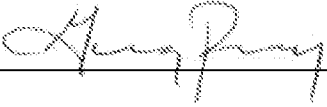
By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**ASSIGNEE:**

UVC Vitality Veterinary  
Holdings, LLC

By:  \_\_\_\_\_

Name: George Parry, Jr.

Title: Vice President and Secretary

[SIGNATURE PAGE TO TRADEMARK ASSIGNMENT]