

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM546789

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
HERITAGE PROFESSIONAL PET GROOMING, INC.		10/11/2019	Corporation: COLORADO
RECEIVING PARTY DATA			
Name:	DESTINATION PET, LLC		
Street Address:	2010 - 215th Place SE		
City:	Sammamish		
State/Country:	WASHINGTON		
Postal Code:	98075		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2132642		
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:	303.295.8288		
Email:	ljheld@hollandhart.com		
Correspondent Name:	Madelon L. Lapidus, Holland & Hart LLP		
Address Line 1:	P.O. Box 8749		
Address Line 2:	Attn: Trademark docketing		
Address Line 4:	Denver, COLORADO 80201-8749		
ATTORNEY DOCKET NUMBER:	94244.tbd		
NAME OF SUBMITTER:	Madelon L. Lapidus		
SIGNATURE:	/Madelon L. Lapidus/		
DATE SIGNED:	10/25/2019		
Total Attachments: 4			
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CH \$40.00 2132642

INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This Intellectual Property Assignment Agreement (the “IP Assignment”) is entered into effective as of October 11, 2019 (the “Effective Date”), between DESTINATION PET, LLC, a Delaware limited liability company (“Buyer”) and HERITAGE PROFESSIONAL PET GROOMING, INC., a Colorado corporation (the “Seller”).

WHEREAS, Seller and Buyer have executed that certain Asset Purchase Agreement dated as of the Effective Date (the “Agreement”); and

WHEREAS, Seller owns and utilizes certain registered and unregistered trademarks in connection with its business, as described in Exhibit A hereto (the “Trademarks”); and

WHEREAS, Seller owns and utilizes certain internet domain names and certain social media login credentials in connection with its business, as described in Exhibit A hereto (collectively, “Domains and Accounts”); and

WHEREAS, pursuant to the terms of the Agreement, Seller desires to assign and Buyer desires to receive all of Seller’s rights, title and interest in and to the Trademarks and Domains and Accounts and any and all goodwill associated therewith.

NOW, THEREFORE, for good and valuable consideration as set forth in the Agreement, the receipt and sufficiency of which is hereby acknowledged, Seller and Buyer hereby agree as follows:

1. Assignment. Seller hereby distributes, transfers, assigns, and otherwise conveys to Buyer, all of Seller’s rights, title, and interest in and to the Trademarks and Domains and Accounts, if any, along with the goodwill of the business symbolized by or associated with the Trademarks, and Domains and Accounts and all rights to proceeds of the foregoing, including without limitation, any rights of action by the Seller, and the right to take proceedings and to seek and recover damages and all other available remedies, against third parties for past, present, or future infringement of the Trademarks and Domains and Accounts.

Seller further agrees to execute and deliver at the request of Buyer all papers, instruments, and assignments, and to perform any other reasonable acts Buyer may request in order to vest all of Seller’s rights, title, and interest in and to the Trademarks and Domains and Accounts in Buyer and/or to provide evidence to support any of the foregoing in the event such evidence is deemed necessary by Buyer, to the extent such evidence is in the possession or control of the Seller.

2. Recordation and Further Actions. Seller hereby authorizes the Commission for Trademarks in the United States Patent and Trademark Office to record and register this IP Assignment upon request by Buyer. Following the date hereof, Seller shall take such steps and actions and provide such cooperation and assistance to Buyer and its successors, assigns and legal representatives, including the execution and delivery of any required documents as may be

necessary to effect, evidence or perfect the assignment of the Trademarks and Domains and Accounts to any assignee or successor of Buyer.

3. No Warranties. Seller makes no representation or warranty regarding the Trademarks and Domains and Accounts, including without limitation, as to the ownership or non-infringement of the Trademarks and Domains and Accounts except as set forth in the Agreement.
4. Governing Law. This IP Assignment shall be governed by and construed in accordance with the laws of the State of Colorado without resort to the conflict of law principles thereof.
5. Counterparts. This IP Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this IP Assignment delivered by facsimile, email or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this IP Assignment.

[The remainder of this page is left intentionally blank. Signature page follows.]

IN WITNESS WHEREOF, the parties hereto have executed this IP Assignment as of the date first set forth above.

**HERITAGE PROFESSIONAL PET
GROOMING, INC.**

DESTINATION PET, LLC

DocuSigned by:
Vickie Zwart
By: _____
024A7A027CBB449...
Name: Vickie Zwart
Title: President

DocuSigned by:
Shane Kelly
By: _____
A1B24529F90041C...
Name: Shane Kelly
Title: Chief Executive Officer

EXHIBIT A

I. Trademarks

A. Trademark Registration #2,132,642 (US Serial Number 75244592)

Mark:



Services: Class 42: Animal care services comprising animal grooming, sitting and health care services

Owner: Heritage Professional Pet Grooming, Inc.

B. Trade Names

1. "Heritage Pet"
2. "Heritage Professional Pet Grooming"
3. All like or similar trade names to the foregoing.

II. Domains and Accounts

A. www.Heritagepet.com

B. All login credentials to all social media accounts utilized by Heritage Pet on any social media platform.

III. Other Intellectual Property and Communication Address

A. All phone numbers or other communication (including email) addresses used or associated with the business.