

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM564199

<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>
IMPORTLA, LLC		02/01/2020	Limited Liability Company: CALIFORNIA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	G&G Distribution, Inc.		
<b>Street Address:</b>	1805 E. McDowell Road		
<b>City:</b>	Phoenix		
<b>State/Country:</b>	ARIZONA		
<b>Postal Code:</b>	85006		
<b>Entity Type:</b>	Corporation: ARIZONA		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	5156156	FURBO	
<b>Registration Number:</b>	4305333	COMFORT GROOM	
<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>	612-492-7705		
<b>Email:</b>	sbell@fredlaw.com		
<b>Correspondent Name:</b>	Sara Bell		
<b>Address Line 1:</b>	200 South Sixth Street, Suite 4000		
<b>Address Line 4:</b>	Minneapolis, MINNESOTA 55402		
<b>ATTORNEY DOCKET NUMBER:</b>	080371.0003		
<b>NAME OF SUBMITTER:</b>	Sara Bell		
<b>SIGNATURE:</b>	/Sara Bell/		
<b>DATE SIGNED:</b>	02/27/2020		
<b>Total Attachments: 4</b>			
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## INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

THIS INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT ("IP Assignment Agreement") is made and entered into effective as of February 1, 2020, by and between ImportLA, LLC, a California limited liability company with an address at 721 N. Eckhoff St., Orange, California 92868 ("Assignor") and G&G Distribution, Inc., an Arizona corporation with an address at 1805 E. McDowell Road Phoenix Arizona 85006 ("Assignee").

Pursuant to the Bill of Sale of an even date herewith ("Bill of Sale"), Assignor has agreed to assign to Assignee all of its rights, title and interest in certain unregistered and registered intellectual property material, including without limitation the intellectual property set forth on Annexes A, B, and C (collectively, the "Assigned IP"), and to execute and deliver this IP Assignment Agreement for recording with governmental authorities including, but not limited to, the United States Patent and Trademark Office.

NOW, THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Assignment. Assignor hereby absolutely, irrevocably and unconditionally conveys, assigns, transfers and agrees to assign and deliver to Assignee and its successors and assigns forever, without any restrictions, limitations or reservations, and Assignee hereby accepts all of Assignor's right, title and interest in and to the Assigned IP, together with the goodwill of the business connected with the use of, and symbolized by, the Assigned IP, as fully and entirely as the same would have been held and enjoyed by Assignor had this IP Assignment Agreement not been made, including the following:

- a) all applications for patents and patents set forth on Annex A (including all issuances, divisions, continuations, provisionals, substitutes, continuations-in-part, reissues, extensions, reexaminations and renewals thereof);
- b) all (i) trademarks and trademark registrations, and all extensions and renewals thereof, set forth on Annex B hereto, and (ii) trademarks underlying the trademark registrations and applications set forth on Annex B and any other assets identified in the Bill of Sale;
- c) all of Assignor's right, title and interest in and to the works of authorship underlying the works of authorship used by Assignor in connection with the assets identified in the Bill of Sale and set forth on Annex C in all languages and in any form or medium now known or hereafter developed;
- d) all domain name(s), websites, and any content set forth on Annex C;
- e) any and all rights of any kind whatsoever of Assignor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions and otherwise throughout the world;

f) any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

g) any and all claims and causes of action, with respect to any of the foregoing, whether accruing before, on or after the date hereof, including all rights to and claims for damages, restitution and injunctive and other legal and equitable relief for past, present and future infringement, misappropriation, violation, misuse, breach or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

2. Recordation and Further Actions. Assignor hereby authorizes the Commissioner for Patents and the Commissioner for Trademarks in the United States Patent and Trademark Office to record and register this Assignment upon request by Assignee. Following the date hereof, upon Assignee's reasonable request, Assignor shall take such steps and actions, and provide such cooperation and assistance to Assignee and its successors, assigns and legal representatives, including the execution and delivery of any affidavits, declarations, oaths, exhibits, assignments, powers of attorney, or other documents, as may be reasonably necessary to effect, evidence or perfect the assignment of the Assigned IP to Assignee, or any assignee or successor thereto. These actions may include, but are not limited to, promptly (i) unlocking the domain name(s) and providing the authorization code for the domain name(s) to Assignee; (ii) executing and/or completing such other additional documents or forms as are delivered to Assignor by Assignee or the applicable registrar; and (iii) taking the necessary steps required by the applicable registrar to transfer the domain name(s) to Assignee.

3. Successors and Assigns. This IP Assignment Agreement will bind and inure to the benefit of Assignor and Assignees and their respective successors and permitted assigns.

4. Counterparts. This IP Assignment Agreement may be executed in multiple counterparts, all of which shall be considered one and the same agreement and shall become effective when one or more counterparts have been signed by each of the parties delivered to the other party, it being understood that all parties need not sign the same counterpart. Copies of this IP Assignment Agreement with signatures transmitted by facsimile or electronically (e.g., pdf) shall be deemed to be original signed versions of this IP Assignment Agreement.

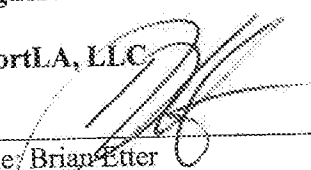
5. Severability. If any term or provision of this IP Assignment Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect the enforceability of any other term or provision of this IP Assignment Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.

[Signature Page Follows]

IN WITNESS WHEREOF, Assignor has duly executed and delivered this IP Assignment Agreement as of the date first written above.

Assignor:

ImportLA, LLC

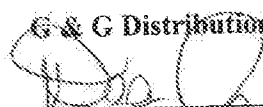
  
Name: Brian Etter

Its: Chief Executive Officer

AGREED TO AND ACCEPTED:

Assignee:

G & G Distribution, Inc.

  
Name: Dean Rassi

Its: Chief Financial Officer

[Annex A to IP Assignment Agreement]

**ANNEX B**

USA Trademarks

Mark	App.No.	Filing Date	Registration Number	Registration Date	Owner of Record	Int'l Class	Class Description
FURBO	87/140,384	08/16/16	5,156,156	03/07/17	Import LA, LLC	011	Electric Hair Dryers
COMFORT GROOM	85/708,335	08/20/12	4,305,333	03/19/13	Import LA, LLC	020	Grooming tables for companion animals

[Annex B to IP Assignment Agreement]