

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM578204

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Friendship Hospital for Animals, LLC	FORMERLY Friendship Hospital for Animals, Inc.	05/18/2020	Limited Liability Company:
RECEIVING PARTY DATA			
Name:	EncoreVet Group LLC		
Street Address:	90 East Avenue		
City:	Saratoga Springs		
State/Country:	NEW YORK		
Postal Code:	12866		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4153705	FRIENDSHIP HOSPITAL FOR ANIMALS	
CORRESPONDENCE DATA			
Fax Number:	5184634594		
<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:	203-770-8042		
Email:	mkenney@waite-associates.com		
Correspondent Name:	Mary Kenney		
Address Line 1:	199 New Scotland Avenue		
Address Line 4:	Albany, NEW YORK 12008		
NAME OF SUBMITTER:	Mary Kenney		
SIGNATURE:	/mary kenney/		
DATE SIGNED:	05/27/2020		
Total Attachments: 5			
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OP \$40.00 4153705

SERVICE MARK ASSIGNMENT AGREEMENT

This Service Mark Assignment Agreement (the “**Agreement**”) is made as of May 18, 2020 between Friendship Hospital for Animals, LLC (“**Friendship**”), a Delaware limited liability company, and EncoreVet Group, LLC (“**Encore**”), a Delaware limited liability company.

RECITALS

A. Friendship and Encore, together with others, have simultaneously with the execution of this Agreement entered into an Asset Purchase Agreement of even date herewith (the “**Purchase Agreement**”), pursuant to which Friendship has agreed to sell to Encore substantially all assets owned by Friendship and used in the operation of the veterinary practice known as Friendship Hospital for Animals located in Washington, D.C. (the “**Assets**”).

B. The Assets include the two Service Marks (as defined below) registered with the United States Patent and Trademark Office.

C. In connection with the transfer of title to the Assets, Friendship desires to assign to Encore and Encore desires to accept from Friendship, all of Friendship’s right, title and interest in and to the Service Marks.

Now, therefore, in consideration of the material covenants contained 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. Friendship hereby irrevocably transfers and assigns to Encore, and Encore hereby accepts from Friendship, all of Friendship’s right, title and interest in and to: (a) the service marks set forth in Schedule A hereto (the “**Service Marks**”); (b) any registration or application for registration of the Service Marks (including the registrations set forth in Schedule A hereto), including all extensions and renewals thereof; (c) any and all goodwill associated with the Service Marks; (d) all rights to sue or otherwise recover for any past, present and future infringement, dilution, or other violation thereof; (e) all proceeds of the foregoing, including, without limitation, license fees, royalties, income, payments, claims, damages and proceeds of suit now or hereafter due and/or payable with respect thereto; and (f) all other rights of any kind accruing thereunder or pertaining thereto throughout the world.

2. Cooperation. The parties shall, and shall cause their respective employees, affiliates, successors and assigns to, executed all documents, and take all additional steps reasonably necessary to affect the intended transfer contemplated by this Agreement, including any filings required by the United States Patent and Trademark Office.

3. Disclaimer; Limitations of Liability. Notwithstanding anything in this Agreement to the contrary, the assigned Service Marks are assigned and assumed on an “as is” basis with no representations and warranties except for those contained in the Purchase Agreement.

4. General Provisions. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, and all of which together shall constitute one and the same instrument. This Agreement (along with its Schedule) constitutes the entire understanding and agreement of the parties with respect to the subject matter hereof and supersedes all prior and contemporaneous agreements or understandings, inducements or conditions, express or implied, written or oral, between and among the parties with respect thereto. This Agreement may not be supplemented, altered, or modified in any manner except by a writing signed by the parties. The failure of a party to enforce any terms or provisions of this Agreement shall not result in the waiver by such party of any of its rights under such terms or provisions. If any provision of this Agreement is determined to be invalid or unenforceable, then the remainder of the Agreement shall remain valid and enforceable as if the Agreement did not contain the invalid or unenforceable provision.

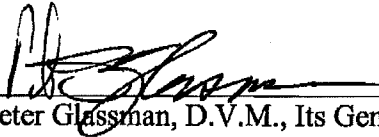
5. Governing Law. This Agreement shall be subject to and governed by the laws of the District of Columbia without regard to the conflict of law rules of such state.

[Signature Page Follows]

SIGNATURE PAGE TO
SERVICE MARK ASSIGNMENT AGREEMENT

FRIENDSHIP HOSPITAL FOR ANIMALS, LLC

By: GLASSMAN FAMILY, LLC,
Its General Manager

By: 
Peter Glassman, D.V.M., Its General Manager

ENCOREVET GROUP LLC

By: Ted A. Sprinkle, Jr.
Title: Chief Executive Officer

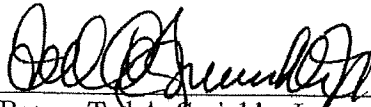
SIGNATURE PAGE TO
SERVICE MARK ASSIGNMENT AGREEMENT

FRIENDSHIP HOSPITAL FOR ANIMALS, LLC

By: GLASSMAN FAMILY, LLC,
Its General Manager

By: _____
Name: Peter Glassman, D.V.M.
Title: General Manager

ENCOREVET GROUP LLC


By: Ted A. Sprinkle, Jr.
Title: Chief Executive Officer

TRADEMARK

REEL: 006947 FRAME: 0055

Schedule A

1. A service mark for “FRIENDSHIP HOSPITAL FOR ANIMALS” registered with the United States Patent and Trademark Office under registration number 4153705.
2. A service mark for “The Polite Puppy” registered with the United States Patent and Trademark Office under registration number 5218047.