

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM581391

<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>
GODOGGO, Inc.		04/24/2020	Corporation: WASHINGTON
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Cosmic Pet, LLC		
<b>Street Address:</b>	1315 W MacArthur Rd., Bldg 300		
<b>City:</b>	Wichita		
<b>State/Country:</b>	KANSAS		
<b>Postal Code:</b>	67217		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2460447	GODOGGO	
<b>Registration Number:</b>	4635266	FETCH MACHINE	
<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>	3305733762		
<b>Email:</b>	trademarks@inventorshelp.com		
<b>Correspondent Name:</b>	Nathan Gugliotta, Esq.		
<b>Address Line 1:</b>	P.O. Box 506		
<b>Address Line 4:</b>	Richfield, OHIO 44286		
<b>NAME OF SUBMITTER:</b>	Nathan Gugliotta, Esq.		
<b>SIGNATURE:</b>	/NJG/		
<b>DATE SIGNED:</b>	06/15/2020		
<b>Total Attachments: 6</b>			
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## INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This Intellectual Property Assignment Agreement (this “Agreement”), effective as of April 24, 2020 (the “Effective Date”), is by and between Cosmic Pet LLC, a Delaware limited liability company (“Assignee”), and GoDogGo, Inc., a corporation formed under the laws of the State of Washington (“Assignor”).

### **Recitals**

WHEREAS, Assignor, Assignee and Katrina and Ronald Thompson, individually, have entered into that certain Asset Purchase Agreement, dated on or about the date hereof (the “Purchase Agreement”; all capitalized terms used in this Agreement but not otherwise defined herein are given the meanings set forth in the Purchase Agreement), pursuant to which, among other things, Assignor has agreed to assign all of its rights, title and interests in, (i) the trademarks listed on **Schedule A** attached hereto (all such trademarks, registrations and applications, collectively, the “Trademarks”) and (ii) the domain names and email addresses set forth on **Schedule B** (the “Domain Names” and, collectively with the Trademarks, the “Assigned IP”).

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, intending to be legally bound, the parties agree as follows:

**1. Assignment.** Subject to the terms and conditions of the Purchase Agreement, and for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor does hereby assign unto Assignee all of Assignor’s right, title and interest in and to the Assigned IP and the registrations and applications therefor in the United States and throughout the world together with the goodwill of the business symbolized by the Assigned IP, along with the right to sue and recover for, and the right to profits, penalties or damages due or accrued, arising out of or in connection with any and all past, present and future infringements or dilution of or damage or injury to the Assigned IP or such represented goodwill, in each case, subject to the terms and conditions of the Purchase Agreement. To the extent that any of the Trademarks constitute “intent to use” applications filed in the US Trademark Office, Assignor and Assignee hereby agree and acknowledge that such Trademarks are being assigned with all or substantially all of the Assignor’s business relating to the respective Trademark.

**2. Terms of the Purchase Agreement.** The terms of the Purchase Agreement, including, but not limited to, the representations, warranties, covenants, agreements and indemnities, are incorporated herein by this reference. The parties hereto acknowledge and agree that the representations, warranties, covenants, agreements and indemnities contained in the Purchase Agreement shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. In the event of any conflict or inconsistency between the terms of the Purchase Agreement and the terms hereof, the terms of the Purchase Agreement shall govern.

**3. No Implied Rights in Third Parties.** Nothing expressed or implied in this Agreement is intended to confer upon any person, other than the parties hereto, or their respective successors or permitted assigns, any rights, remedies, obligations or liabilities under or by reason of this Agreement.

**4. Successors and Assigns.** This Agreement and all of the provisions hereof shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns.

**5. Governing Law.** This Agreement shall be governed by and construed in accordance with the internal laws of the State of Delaware without giving effect to any choice or conflict of law provision or rule (whether of the State of Delaware or any other jurisdiction).

**6. Counterparts.** This Agreement 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 Agreement 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 Agreement.

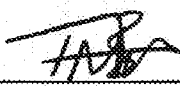
**7. Further Assurances.** Each of the parties hereto shall execute and deliver, at the reasonable request of the other party hereto, such additional documents, instruments, conveyances and assurances and take such further actions as such other party may reasonably request to carry out the provisions hereof and give effect to the transactions contemplated by this Agreement.

***SIGNATURE PAGE FOLLOWS***

IN WITNESS WHEREOF, the parties have executed this Agreement to be effective as of the date first written above.

**ASSIGNEE:**

**COSMIC PET LLC,**  
a Delaware limited liability company

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

Name: Timothy Blurton  
Title: Chief Executive Officer

**ASSIGNOR:**

**GODOGGO, INC.**  
a Washington corporation

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

Name: Kristina Thompson  
Title: President

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the parties have executed this Agreement to be effective as of the date first written above.

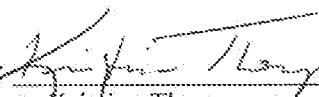
**ASSIGNEE:**

COSMIC PET LLC,  
a Delaware limited liability company

By: \_\_\_\_\_  
Name: Timothy Blurton  
Title: Chief Executive Officer

**ASSIGNOR:**

GODOGGO, INC.  
a Washington corporation

By:  \_\_\_\_\_ 4/24/20  
Name: Kristina Thompson  
Title: President

[Remainder of page intentionally left blank]

**Schedule A**

Trademarks

OWNER	MARK	SERIAL NO.	FILING DATE	REG. NO.	REG. DATE	STATUS
GoDogGo, Inc.	GoDogGo	75832748	10/27/1999	2460447	6/12/2001	Active
GoDogGo, Inc.	Fetch Machine	85969174	6/25/2013	4635266	11/11/2014	Active

## Schedule B

### Domain Names/E-mail addresses

#### Domain Names

www.godoggoinc.com

#### Email addresses

orders@godoggo.com

info@godoggo.com

support@godoggo.com

warranty@godoggo.com

kthompson@godoggo.com

rthompson@godoggo.com