

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM583124

<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>
Advanced Critical Care, Emergency and Specialty Services - Los Angeles		05/30/2020	Corporation:
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Pathway Vet Alliance LLC		
<b>Street Address:</b>	800 W CESAR CHAVEZ ST STE B101		
<b>City:</b>	AUSTIN		
<b>State/Country:</b>	TEXAS		
<b>Postal Code:</b>	78701		
<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>	5322994	ACCESS BONE & JOINT CENTER	
<b>Registration Number:</b>	5322995	ACCESS SPECIALTY ANIMAL HOSPITALS	
<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>	5127178404		
<b>Email:</b>	bree@pathwayvets.com		
<b>Correspondent Name:</b>	Bree Stotz		
<b>Address Line 1:</b>	800 W CESAR CHAVEZ ST STE B101		
<b>Address Line 4:</b>	AUSTIN, TEXAS 78701		
<b>NAME OF SUBMITTER:</b>	Harry Zimmerman		
<b>SIGNATURE:</b>	/s/ Harry Zimmerman		
<b>DATE SIGNED:</b>	06/25/2020		
<b>Total Attachments: 4</b>			
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**TRADEMARK ASSIGNMENT**

This TRADEMARK ASSIGNMENT (this "Assignment") is entered into as of May 30, 2020 (the "Effective Date"), by and between Advanced Critical Care, Emergency and Specialty Services - Los Angeles, a California corporation, having a business address of 9599 Jefferson Boulevard, Culver City, California 90232 ("Assignor"), and Pathway Vet Alliance LLC, a Delaware limited liability company, having an address of 800 W Cesar Chavez Street, Suite B-100, Austin, Texas 78701 ("Assignee"). Assignor, on the one hand, and Assignee on the other hand, may each individually be referred to as a "Party" and together as the "Parties." Capitalized terms used but not defined herein shall have the meanings ascribed to them in the Asset Purchase Agreement (as defined below).

WHEREAS, Assignor, Assignee, Rich Mills, DVM, DACVECC, and PP-CA LP are parties to that certain Asset Purchase Agreement dated as of May 26, 2020 (the "Asset Purchase Agreement") pursuant to which Assignor agreed to sell, assign, transfer, convey, and deliver to Assignee all Intellectual Property Assets, including all of Assignor's rights in and to the ACCESS name and brand (and all translations, transliterations, variations and derivatives thereof), including trademarks, service marks, trade names, brand names, logos, trade dress, design rights, and other similar designations of source, sponsorship, association, or origin, together with the goodwill connected with the use of and symbolized by, and all registrations, applications, and renewals for, any of the foregoing, and all Ancillary IP Rights related to the foregoing; and

WHEREAS, Assignor wishes to assign to Assignee, and Assignee wishes to acquire from Assignor, the trademarks set forth on Schedule A attached hereto ("Marks").


NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor hereby sells, assigns, transfers, conveys, and delivers to Assignee all right, title, and interest in and to the Marks, together with the goodwill connected with the use of and symbolized by, and all registrations, applications, and renewals for, any of the foregoing, and all Ancillary IP Rights related to the Marks.

Except as expressly provided in the Asset Purchase Agreement, Assignor makes no warranties, express or implied, with respect to the Marks. This Assignment is intended to implement the provisions of the Asset Purchase Agreement, is expressly subject to the terms and conditions thereof, and shall not be construed to enhance, extend or limit the representations and warranties, rights, obligations or remedies of any party thereunder. To the extent that any provision of this Assignment is inconsistent or conflicts with the Asset Purchase Agreement, the provisions of the Asset Purchase Agreement shall control. The Parties may execute this Assignment in multiple counterparts, any one of which need not contain the signature of more than one party, but all such counterparts taken together shall constitute one and the same instrument. Any counterpart may be executed by facsimile or PDF signature and such facsimile or PDF signature shall be deemed an original. The terms and conditions of this Assignment shall inure to the benefit of Assignee, its successors, assigns and other legal representatives, and shall be binding upon Assignor, its successors, assigns and other legal representatives.


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IN WITNESS WHEREOF, the Parties have caused this Assignment to be executed as of the Effective Date by their duly-authorized representatives.



Advanced Critical Care, Emergency and Specialty Services - Los Angeles

By:   
Name: Rich Mills  
Title: Chief Financial Officer

Pathway Vet Alliance LLC

By:   
Name: Harry Zimmerman  
Title: Chief Legal Officer

**SCHEDULE A**

Country	Mark/Name	App. No./Reg. No.
U.S. Federal	 <p><b>ACCESS</b></p> <hr/> <p><b>BONE &amp; JOINT</b></p> <hr/> <p><b>CENTER</b></p>	RN: 5322994 SN: 87378310
U.S. Federal	 <p><b>ACCESS</b></p> <p>Specialty Animal Hospitals</p>	RN: 5322995 SN: 87378321