

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM582407

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Helping Hands Veterinary Care, L.L.C.		06/18/2020	Limited Liability Company:
RECEIVING PARTY DATA			
Name:	United Veterinary Care VA, LLC		
Doing Business As:			
Street Address:	601 Heritage Drive, Ste 209		
City:	Jupiter		
State/Country:	FLORIDA		
Postal Code:	33458		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	4938371	VETERINARY VACATION	
Registration Number:	4894741	PREVENTING ECONOMIC EUTHANASIA	
Registration Number:	4874024	H	
Registration Number:	4874022	HELPING HANDS	
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:	5168126330		
Email:	jmusella@forchellilaw.com		
Correspondent Name:	Jeremy Musella		
Address Line 1:	333 Earle Ovington Blvd		
Address Line 2:	Suite 1010		
Address Line 4:	Uniondale, NEW YORK 11553		
NAME OF SUBMITTER:	Jeremy M. Musella		
SIGNATURE:	/Jeremy M. Musella/		
DATE SIGNED:	06/22/2020		
Total Attachments: 5			

OP \$115.00 4938371

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INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This Intellectual Property Assignment Agreement (this "Assignment"), dated as of June 18, 2020, is made by Helping Hands Veterinary Care, L.L.C., a Virginia limited liability company ("Seller"), in favor of United Veterinary Care VA, LLC, a Delaware limited liability company ("Purchaser"), pursuant to an Asset Purchase Agreement by and among Purchaser, Seller, Lori Pasternak, D.V.M. and Jacqueline Morasco dated as of the date hereof (the "Purchase Agreement").

WHEREAS, pursuant to the Purchase Agreement, Seller desires to convey, transfer, and assign to Purchaser and Purchaser desires to accept from Seller and memorialize its interest in the intellectual property set forth on Schedule 3.17 thereto (and on Schedule 1 hereto) (collectively, the "Transferred IP"), and

WHEREAS, capitalized terms not otherwise defined herein shall have the meanings ascribed to them in the Purchase Agreement;

NOW THEREFORE, the parties hereto agree as follows:

1. Assignment. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller hereby irrevocably contributes, assigns, sells, transfers, conveys and delivers to Purchaser, its successors and assigns, and Purchaser hereby accepts, all of Seller's right, title, and interest in and to the Transferred IP, including, without limitation:

(a) the trademarks, service marks, trade names, brand names, logos, trade dress, product configurations, design rights and other similar designations of source, sponsorship, association or origin set forth on Schedule 1 hereto together with all applications, registrations, and renewals thereof and the goodwill connected with the use of and symbolized by the foregoing;

(b) copyrights, and all applications, registrations, renewals related to the foregoing and all moral rights related thereto, set forth on Schedule 1 hereto;

(c) domain names set forth on Schedule 1 hereto, and applications and registrations pertaining thereto;

(d) all rights of any kind whatsoever of Seller accruing under any and all of the foregoing pursuant to the Laws of any jurisdiction throughout the world, whether registered or unregistered; and

(e) all other intellectual property and related proprietary rights, royalties, fees, income payments, proceeds, agreements, interests and protections, and claims or causes of action arising out of or related to any and all of the foregoing (including all rights (but no obligation) to sue and recover and retain damages, costs and attorneys' fees for past,

present and future infringement and any other rights relating to any and all of the foregoing).

2. Recordation and Further Actions. Seller hereby authorizes the Commissioner for Patents and the Commissioner for Trademarks in the United States Patent and Trademark Office, Register of Copyrights and Director of the U.S. Copyright Office, and applicable domain name registrars and the officials of corresponding entities or agencies in any applicable jurisdictions to record and register this Assignment upon request by Purchaser. Following the date hereof, Seller shall take such reasonable steps and actions, and provide such reasonable cooperation and assistance to Purchaser 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 necessary to effect, evidence, or perfect the assignment of the Transferred IP to Purchaser, or any assignee or successor thereto.

3. Terms of the Purchase Agreement. The parties hereto acknowledge and agree that this Assignment is entered into pursuant to the Purchase Agreement, to which reference is made for a further statement of the rights and obligations of Seller and Purchaser with respect to the Transferred IP. 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.

4. Counterparts. This Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed one and the same agreement. A signed copy of this Assignment delivered by facsimile, e-mail, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Assignment.

5. Successors and Assigns. This Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

6. Governing Law and Jurisdiction. This Assignment and any claim, controversy, dispute, or cause of action (whether in contract, tort, or otherwise) based upon, arising out of, or relating to this Assignment and the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws of the United States and 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). Jurisdiction and venue of any legal suit, action or proceeding arising out of this Assignment will be exclusively in a state or federal court located in the State of Delaware to the exclusion of the courts of any other state or country. Seller and Purchaser hereby submit to the personal jurisdiction of such courts and waive any argument that such court is an inconvenient forum.

[Signature page follows]

IN WITNESS WHEREOF, Seller have duly executed and delivered this Assignment as of the date first above written.

SELLER:

HELPING HANDS VETERINARY CARE, L.L.C.

By: Lori Pasternak
Name: Lori Pasternak, D.V.M.
Title: Manager

PURCHASER:

UNITED VETERINARY CARE VA, LLC

By: _____
Name:
Title:

[Signature page to Intellectual Property Assignment Agreement]

TRADEMARK
REEL: 007003 FRAME: 0710

IN WITNESS WHEREOF, Seller have duly executed and delivered this Assignment as of the date first above written.

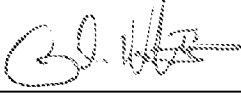
SELLER:

HELPING HANDS VETERINARY CARE, L.L.C.

By: _____
Name: Lori Pasternak, D.V.M.
Title: Manager

PURCHASER:

UNITED VETERINARY CARE VA, LLC

By:  _____
Name: Andrew Wilkins
Title: President

SCHEDULE 1

Trademark Registration(s)/Application(s)

Registration Number: 4,938,371, Serial Number 86641531, registered with United States Patent and Trademark Office (“USPTO”) for Service Mark: Veterinary Vacation

Registration Number: 4,894,741, Serial Number: 86630722, registered with UPSTO, for Service Mark: Preventing Economic Euthanasia

Registration Number: 4,874,024, Serial Number: 86630726 registered with USPTO for Service Mark: stylized letter “H” with paw design in top center and a hand design in bottom center of the “H” verticals

Registration Number: 4,874,022, Serial Number: 86630718, registered with USPTO for Service Mark: Helping Hands