

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM607805

<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>
Caitec Corporation		11/06/2020	Corporation: VIRGINIA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Caitec Acquisition, Inc.		
<b>Street Address:</b>	4601 Hollins ferry road		
<b>City:</b>	halethorpe		
<b>State/Country:</b>	MARYLAND		
<b>Postal Code:</b>	21227		
<b>Entity Type:</b>	Corporation: DELAWARE		
<b>PROPERTY NUMBERS Total: 14</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	5868554	FEATHERLAND PARADISE	
<b>Registration Number:</b>	6005568	OVEN FRESH BITES	
<b>Registration Number:</b>	5868552	CAITEC	
<b>Registration Number:</b>	5828015	OUTER ARMOR	
<b>Registration Number:</b>	5812370	DURAMAX	
<b>Registration Number:</b>	5735449	CHUCKLES	
<b>Registration Number:</b>	5138819	HI PAWZ	
<b>Registration Number:</b>	5055600	HERO	
<b>Registration Number:</b>	5055599	HERO	
<b>Registration Number:</b>	5055597	HERO	
<b>Registration Number:</b>	4834464	NATURE'S INSTINCT	
<b>Registration Number:</b>	3019216	FEATHER LAND	
<b>Serial Number:</b>	88887224	CHASE 'N CHOMP	
<b>Serial Number:</b>	90104262	BONECTICS	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	7168526100		
<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>	7168477066		

OP \$365.00 5868554

**Email:** dprincipe@phillipslytle.com  
**Correspondent Name:** David L. Principe  
**Address Line 1:** 125 MAIN STREET  
**Address Line 2:** ONE CANALSIDE  
**Address Line 4:** Buffalo, NEW YORK 14203

**NAME OF SUBMITTER:** David L. Principe

**SIGNATURE:** /david principe/

**DATE SIGNED:** 11/10/2020

**Total Attachments: 8**

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## TRADEMARK ASSIGNMENT

This Trademark Assignment ("Assignment") is entered into as of November 6, 2020, by and between Catec Corporation ("Assignor"), a Virginia corporation, and Catec Acquisition, Inc. ("Assignee"), a Delaware Corporation. All capitalized terms used in this Assignment and not defined herein shall have the respective meanings ascribed to them in the Purchase Agreement (as defined below).

WHEREAS, Assignor and Assignee, and Terry Taishan Gao are parties to that certain Asset Purchase Agreement dated as of November 6, 2020 (the "Purchase Agreement"), providing for, among other things, the sale of the Business through Assignee's acquisition of the Purchased Assets and assumption of the Assumed Liabilities.

WHEREAS, Assignor owns the entire right, title, and interest in the marks and trademark registrations set forth on Exhibit A (the "Marks"), together with the goodwill of the business, goods and services connected with and symbolized by the Marks;

WHEREAS, Assignor desires to assign its right, interest and title in the Marks to Assignee and Assignee desires to acquire the entire right, title and interest in and to the Marks; and

NOW THEREFORE, in exchange for good and valuable consideration the receipt and adequacy of which are acknowledged, the parties hereby agree as set forth below:

### 1. Assignment of Marks.

1.1 Assignor hereby sells, assigns, transfers and conveys to Assignee its entire right, title, interest, whether grounded in common law, state law or federal law, or otherwise, in and to the Marks in the United States and all jurisdictions outside the United States, together with all goodwill of the business, goods and/or services connected with and symbolized by the Marks and in and to all income, royalties, or damages, claims and payments now or hereafter due or payable with respect thereto, and in and to all causes of action, either in law or in equity for past, present, or future infringement based on the Marks, (including, without limitation, the right to renew any existing registrations of the Marks, the right to apply for registrations within or outside the United States based in whole or in part upon the Marks, and any priority right that may arise from the Marks), the same to be held and enjoyed by Assignee as fully and entirely as said interest would have been enjoyed by Assignee had it been the original owner of the Marks.

1.2 Assignor authorizes the Assistant Commissioner of Trademarks of the United States and other empowered officials of the United States Patent and Trademark Office, and any counterpart of jurisdictions outside the United States, to record the assignment and transfer of the registrations and/or applications for registration, as applicable, for the Marks to Assignee as assignee of Assignor's entire right, title and interest therein.

1.3 The rights transferred by this Assignment include the right to bring all legal actions related to the Marks and registration, including actions for any infringement, no matter whether the infringement occurred before or after this Assignment, and the right to recover damages for such infringement.

2. Documentation. Assignor agrees to cooperate with Assignee in executing any and all papers and documents requested by Assignee, now or in the future, which may be requested by Assignee that confer or aid in conferring ownership in the Marks to Assignee, and take any other actions as Assignee may deem necessary to secure for Assignee or its designee the rights herein assigned, all at Assignee's expense; provided, however, that Assignor shall not have any obligation to, except as otherwise set forth in the Purchase Agreement, the Transaction Documents (as defined therein) or an Assumed Contract, commence, become a party to, or maintain any litigation. As owner of the Marks, Assignee shall have the right to register the Marks in its name or any other name in all countries and to dispose of said rights in all countries and in all languages.

3. Effective Date and Term. This Agreement is duly executed by each party's authorized representatives as of the date first set forth above and shall be effective simultaneously therewith.

4. Subject to Purchase Agreement. This Assignment is subject in all respects to the terms and conditions set forth in the Purchase Agreement. Nothing herein is intended to enlarge, modify, limit, alter or otherwise affect the terms contained in the Purchase Agreement, and such terms shall remain in full force and effect in accordance with the terms of the Purchase Agreement. In the event of any conflict between the terms of the Purchase Agreement and the terms of this Assignment, the terms of the Purchase Agreement shall govern, supersede and prevail.

5. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of New York, without giving effect to principles of conflict of law.

6. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one instrument.

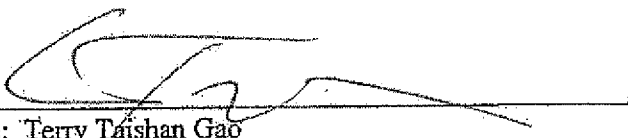
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*(Signature page follows)*

IN WITNESS WHEREOF, the parties hereto have executed this Assignment as of the date first written above.

Assignor:

CAITEC CORPORATION

By:   
Name: Terry Taishan Gao  
Title: President

Assignee:

CAITEC ACQUISITION, INC.

By: \_\_\_\_\_  
Name: Ryan C. Martin  
Title: President

*(Trademark Assignment Signature Page)*

IN WITNESS WHEREOF, the parties hereto have executed this Assignment as of the date first written above.

Assignor:

CAITEC CORPORATION

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

Name: Terry Taishan Gao

Title: President

Assignee:

CAITEC ACQUISITION, INC.

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

Name: Ryan C. Martin


Title: President

*(Trademark Assignment Signature Page)*

EXHIBIT A

MARKS


Trademarks:

#	Serial Number	Reg. Number	Word Mark	Live/Dead	Status	Upcoming Actions	Due Date
1.	88402850	5868554	FEATHERLAND PARADISE	LIVE	Registered	S8 Declaration	9/24/2025
2.	88402672	6005568	OVEN FRESH BITES	LIVE	Registered	S8 Declaration	12/24/2025
3.	88402585	5868552	CAITEC	LIVE	Registered	S8 Declaration	9/24/2025
4.	88279316	5828015	OUTER ARMOR	LIVE	Registered	S8 Declaration	8/6/2025
5.	88244496	5812370	DURAMAX	LIVE	Registered	S8 Declaration	7/23/2025
6.	88010984	5735449	CHUCKLES	LIVE	Registered	S8 Declaration	4/23/2025
7.	86878814	5138819	HI PAWZ	LIVE	Registered	S8 Declaration	2/7/2023
8.	86652468	5055600		LIVE	Registered	S8 Declaration	10/4/2022


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#	Serial Number	Reg. Number	Word Mark	Live/Dead	Status	Upcoming Actions	Due Date
9.	86652435	5055599		LIVE	Registered	S8 Declaration	10/4/2022
10.	86651775	5055597	HERO	LIVE	Registered	S8 Declaration	10/4/2022
11.	86224758	4834464	NATURE'S INSTINCT	LIVE	Registered	S8 Declaration	10/20/2021
12.	76586819	3019216		LIVE	Registered	S8 Declaration & S9 Renewal	12/1/2025
13.	87107555		 (sticks on a string mark)	DEAD	Abandoned because the applicant failed to respond or filed a late response to an Office action		



#	Serial Number	Reg. Number	Word Mark	Live/Dead	Status	Upcoming Actions	Due Date
14.	87107506		(objects on a string mark) 	DEAD	Abandoned because the applicant failed to respond or filed a late response to an Office action		
15.	87101379		DOGERNOMICS	DEAD	Abandoned because no Statement of Use or Extension Request timely filed after Notice of Allowance was issued.		
16.	86878716		CHASE 'N CHOMP	Abandoned	Abandoned for failure to pay maintenance fee.		
17.	888887224		CHASE 'N CHOMP	LIVE	Abandoned because the applicant failed to respond or filed a late response to an Office action	Published for opposition 8/25/2020. The time for 3rd parties to oppose has expired.	

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#	Serial Number	Reg. Number	Word Mark	Live/Dead	Status	Upcoming Actions	Due Date
18.	85530169		PARADISE	DEAD	Abandoned because the applicant failed to respond or filed a late response to an Office action		
19.	78476109	3040682	PARADISE 	DEAD	Registration cancelled because registrant did not file an acceptable declaration under Section 8.		
20.	77057572	3445851	FORAGEWISE	DEAD	Registration cancelled because registrant did not file an acceptable declaration under Section 8.		
21.	90104262	Application # 90/104,262	BONETICS	LIVE	Pending; awaiting examination results		

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