

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM609859

SUBMISSION TYPE:	CORRECTIVE ASSIGNMENT		
NATURE OF CONVEYANCE:	Corrective Assignment to correct the conveying party, property numbers (excluding serials: 86401754, 86401770, 87061927) and supporting documentation previously recorded on Reel 006091 Frame 0308. Assignor(s) hereby confirms the Assignment.		
RESUBMIT DOCUMENT ID:	900575881		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
QPG Sherpa, LLC		06/26/2017	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Worldwise, Inc.		
Street Address:	6 Hamilton Landing		
Internal Address:	Suite 150		
City:	Novato		
State/Country:	CALIFORNIA		
Postal Code:	94949		
Entity Type:	Corporation: CALIFORNIA		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	3836542	GODOG	
Registration Number:	3836543	GODOG TOUGH FOR FUN	
CORRESPONDENCE DATA			
Fax Number:	2127986915		
<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:	212 326 0831		
Email:	tlee@pryorcashman.com, pzylberg@pryorcashman.com, jalbrink@pryorcashman.com		
Correspondent Name:	Teresa Lee		
Address Line 1:	c/o Pryor Cashman LLP, 7 Times Square		
Address Line 4:	New York, NEW YORK 10036		
ATTORNEY DOCKET NUMBER:	20984.00001		
NAME OF SUBMITTER:	Teresa Lee		
SIGNATURE:	/tlee/		

DATE SIGNED:

11/19/2020

Total Attachments: 5

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ETAS ID: TM432598

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Quaker Pet Group, Inc.		06/26/2017	Corporation:
RECEIVING PARTY DATA			
Name:	Worldwise, Inc.		
Street Address:	6 Hamilton Landing		
Internal Address:	Suite 150		
City:	Novato		
State/Country:	CALIFORNIA		
Postal Code:	94949		
Entity Type:	Corporation: CALIFORNIA		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	3836542	GODOG	
Registration Number:	3836543	GODOG TOUGH FOR FUN	
Serial Number:	86401754	GODOG	
Serial Number:	86401770	GODOG	
Serial Number:	87061927	GODOG	
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>			
Email:	patents@batechlaw.com		
Correspondent Name:	Nathan P. Koenig		
Address Line 1:	2171 Francisco E. Francisco Blvd.		
Address Line 2:	Suite L		
Address Line 4:	San Rafael, CALIFORNIA 94901		
NAME OF SUBMITTER:	Nathan P. Koenig		
SIGNATURE:	/nathan p. koenig/		
DATE SIGNED:	06/26/2017		
Total Attachments: 1			

OP \$140.00 3836542

ASSIGNMENT

This Assignment Agreement (hereinafter the “Assignment”) is entered into on the Effective Date (which is defined as the date of the last signing party’s signature to this Assignment) by and between QPG Sherpa, LLC, a limited liability company organized under the laws of the State of Delaware, with a place of business at 14 Troy Hills Road, Suite 1, Whippany, New Jersey 07981 (hereinafter “ASSIGNOR”) on the one hand, and Worldwise, Inc., a corporation organized under the laws of the State of California, with a place of business at 6 Hamilton Landing, Suite 150, Novato, California 94949 (hereinafter the “ASSIGNEE”), on the other hand;

WHEREAS, ASSIGNOR is the owner of the mark(s) [hereinafter the “Mark(s)”] set forth in Exhibit A attached hereto [the Mark(s) and Reference(s) are hereinafter collectively referred to as the “Property”];

WHEREAS, ASSIGNEE wishes to acquire from ASSIGNOR all of its right, title and interest in, to and under such Property.

NOW, THEREFORE, for Ten U.S. Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto, intending to be legally bound, agree to the following terms and conditions:

ASSIGNOR hereby assigns, transfers, grants and conveys to ASSIGNEE, its successors, assigns and legal representatives forever, ASSIGNOR’s entire right, title and interest in and to such Property throughout the world in perpetuity, together with the goodwill of the business connected with and symbolized by said Property, and any and all of ASSIGNOR’s other rights, privileges and priorities provided under state and federal law of the United States, and under the laws of any and all foreign jurisdictions with respect to the Property, including without limitation ASSIGNOR’s common law rights and rights under the laws of unfair competition, and any and all rights of action at law and suits in equity to recover for past infringements of the Property currently known to ASSIGNOR as of the date hereof or that may become known after the date of this Assignment (the “Transferred Rights”), and any and all of ASSIGNOR’s rights to

obtain renewals, reissues, and extensions for such Property upon registration of such Property throughout the world, or other legal protections pertaining to the Transferred Rights;

AND, ASSIGNOR hereby covenants that ASSIGNOR has the full right to convey the interest assigned by this Assignment and has not conveyed any interest in or right to the Property to any third party;

AND, ASSIGNOR hereby further covenants and agrees that ASSIGNOR will, without further consideration, communicate with ASSIGNEE, its successors and assigns, any facts known to ASSIGNOR respecting the Property, and testify in any legal proceeding, sign all lawful papers when called upon to do so, execute and deliver any and all papers that may be necessary or desirable to perfect the title to the Property in said ASSIGNEE, its successors and assigns, and generally do everything possible to aid ASSIGNEE, its successors and assigns, to obtain and enforce proper trademark protection for the Property in the United States and any foreign country, it being understood that any expense incident to the execution of such papers shall be borne by ASSIGNEE, its successors and assigns.

[Signature page follows, remainder of page intentionally left blank]

IN WITNESS WHEREOF, the Parties have executed this Assignment as of the date first set forth above.

ASSIGNOR

QPG SHERPA, LLC

By Neil Werde

Name (Print): NEIL WERDE

Title: MANAGING DIRECTOR

Date: 06/26/2017

ASSIGNEE

WORLDWISE, INC.

By Kevin Fick

Name (Print): KEVIN FICK

Title: CEO

Date: 06/26/2017

EXHIBIT A

References

Nos.	Country	Mark	App. Date	App. No.	Reg. Date	Reg. No.	Class
1.	United States of America	GODOG	09/19/2008	77/574,201	08/24/2010	3,836,542	28 Int.
2.	United States of America	GODOG TOUGH FOR FUN <i>with</i> <i>Design</i>	09/19/2008	77/574,258	08/24/2010	3,836,543	28 Int.