

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM619320

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Elite Pet Group Inc.		01/07/2021	Corporation: CALIFORNIA
RECEIVING PARTY DATA			
Name:	Elite Pet & Co., Inc.		
Street Address:	1955 Burgundy Place		
City:	Ontario		
State/Country:	CALIFORNIA		
Postal Code:	91761		
Entity Type:	Corporation: CALIFORNIA		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	5125674	ELITE PET	
Registration Number:	5125594	WHISKER AND MITTENS	
Registration Number:	5908568	THE DOG WALKER COMPANY	
Registration Number:	5392952	PLANET PLAY	
Registration Number:	5717264	MARTINI	
Registration Number:	5592182		
CORRESPONDENCE DATA			
Fax Number:	6268107300		
<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:	6268107200		
Email:	jflee@ipfirm.us, dhsu@ipfirm.us		
Correspondent Name:	Jen-Feng Lee, Law Offices of J.F. Lee		
Address Line 1:	17800 Castleton Street, Suite 560		
Address Line 4:	City of Industry, CALIFORNIA 91748		
NAME OF SUBMITTER:	Jen-Feng Lee		
SIGNATURE:	/jflee/		
DATE SIGNED:	01/08/2021		
Total Attachments: 3			

OP \$165.00 5125674

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TRADEMARK ASSIGNMENT AGREEMENT

I. PARTIES: The parties to this Agreement of Trademark Assignment ("Agreement") are:

- (1) ELITE PET GROUP INC. ("EPG", or "Assignor"), located at 1955 Burgundy Place, Ontario, CA 91761.
- (2) ELITE PET & CO., INC. ("EPC" or "Assignee"), located at 1955 Burgundy Place, Ontario, CA 91761.

II. RECITALS: This Agreement is made with reference to the following facts:

1. Assignor owns and uses the US trademarks ("Subject Marks") identified as follows:

a. The logo for "Elite Pet" features the words "Elite Pet" in a bold, sans-serif font. The word "Elite" is in black, and "Pet" is in a lighter grey. A small, stylized paw print icon is positioned to the right of the word "Pet".

USPTO registration number 5,125,674; registered on Jan. 17, 2017, covering the goods of Beds for household pets; Cat scratching posts; Furniture; Pet crates; Pet cushions in IC 020, and Pet toys; Plush toys in IC 028.

b. The logo for "Whisker and Mittens" features the word "WHISKER" in a large, bold, serif font. Below it, the words "and MITTENS" are written in a smaller, lowercase, serif font. A small, stylized cat face icon is positioned to the left of the word "and".

USPTO registration number 5,125,594, registered on Jan. 17, 2017, covering the goods/services for Beds for household pets; Pet furniture in IC 020, and Pet toys; Play tunnels in IC 028.

c. The logo for "Dog Walker" features a dark, stylized silhouette of a dog's head on the left. To the right of the silhouette, the words "DOG WALKER" are written in a bold, sans-serif font. The word "DOG" is larger than "WALKER".

USPTO registration number 5,908,568, registered on November 12, 2019, covering the goods/services for Beds for household pets in IC 020.



d.

USPTO registration number 5,392,952, registered on January 30, 2018, covering the goods/services for Pet toys; Plush toys in IC 028.



e.

USPTO registration number 5,717,264, registered on April 2, 2019, covering the goods/services for Scratching posts in IC 020.



f.

USPTO registration number 5,592,182, registered on October 23, 2018, covering the goods/services for Scratching posts in IC 020.

Assignor's right in said Subject Marks has been exercised in accordance with the rules and laws of trademark in the United States. Assignor has obtained the requisite goodwill as represented and symbolized by Subject Marks in the regular course of business conducts related to the use of Subject Marks.

2. As of January of 2017 (Date of Assignment), Assignee wished and desired to obtain the complete right, including its associated goodwill, residing in said Subject Marks. Assignee further, based on informed decision, is willing to pay to Assignor the amount of consideration as stated herein, to succeed into the right of said Subject Marks. Assignor hereby transfers the Subject mark to the Assignee.

3. This Assignment Agreement is executed to be reflective of the business transaction stated herein.

III. CONSIDERATION: Assignor and Assignee, inconsideration of the covenants and conditions contained in this Assignment Agreement and for other good and valuable consideration, and for further specific consideration of ONE dollar (\$1.00) per trademark, the receipt of which is hereby acknowledged, the Assignment is legally effectuated under all applicable laws.

IV. FURTHER ASSURANCES: Each of the parties to this Agreement represents, warrants, and agrees with the other parties as follows:

Such party (or the responsible agent thereof) has read this Agreement and understands the content and consulted its legal advisor of its own choice, or none is consulted after informed decision for not doing so.

Such party has the full power and authority to enter into this Agreement.

Such party has obtained all requisite consents and approvals to enter into and consummate this Agreement.

Such party will execute all such further and additional documents as shall be reasonable, convenient, necessary, or desirable to carry out the provisions of this Settlement Agreement.

V. MISCELLANEOUS: This Agreement is the entire agreement between the parties, with respect to the subject matter hereof and it supersedes all prior and contemporaneous oral and written agreements and discussions. This Agreement may be amended only by an agreement in writing signed by all parties hereto.

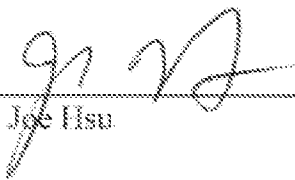
This Agreement shall bind and inure to the benefit of the parties hereto, and their respective successors and assigns.

Each party has cooperated in the drafting and preparation of this Agreement. Hence, neither this Agreement nor any part of it shall be construed against either party merely because such party may have drafted all or part of it.

IN WITNESS WHEREOF, the parties hereto have caused Agreement to be executed as shown on the date of each signatures.

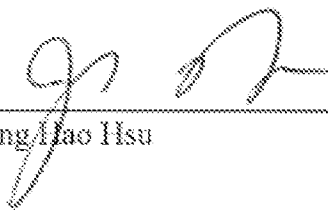
Dated: Jan 7, 2021

Assignor.
Elite Pet Group, Inc.

By: 
President: Joe Hsu

Dated: Jan 7, 2021

Assignee.
Elite Pet & Co., Inc.

By: 
CEO: Chung Hao Hsu