

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM624420

<b>SUBMISSION TYPE:</b>	RESUBMISSION		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>RESUBMIT DOCUMENT ID:</b>	900582690		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Vetlocity, LLC		11/17/2020	Limited Liability Company: GEORGIA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Destination Pet, LLC		
<b>Street Address:</b>	8822 S. Ridgeline Blvd., Suite 260		
<b>City:</b>	Highlands Ranch		
<b>State/Country:</b>	COLORADO		
<b>Postal Code:</b>	80129		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	5800697	PETLOCITY	
<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>	8017995825		
<b>Email:</b>	docket@hollandhart.com		
<b>Correspondent Name:</b>	H. Matthew Horlacher		
<b>Address Line 1:</b>	P.O. Box 11583		
<b>Address Line 4:</b>	Salt Lake City, UTAH 84110		
<b>ATTORNEY DOCKET NUMBER:</b>	94244.0145		
<b>NAME OF SUBMITTER:</b>	H. Matthew Horlacher		
<b>SIGNATURE:</b>	/hmh/		
<b>DATE SIGNED:</b>	02/04/2021		
<b>Total Attachments: 2</b>			
source=Vetlocity to Destination#page1.tif			
source=Vetlocity to Destination#page2.tif			

## TRADEMARK ASSIGNMENT

Effective November 17, 2020 (“**Effective Date**”), Destination Pet, LLC, a Delaware limited liability company (“**Buyer**”), and Vetlocity, LLC, a Georgia limited liability company (“**Seller**”), agree (“**Assignment**”) as follows:

1. **Background.** Buyer and Seller are parties to an Intellectual Property Purchase Agreement dated as of the Effective Date (“**IPAA**”). Capitalized terms used but not defined in this Assignment have the meanings given in the IPAA.

2. **Assignment.** Seller hereby sells, transfers, assigns, and delivers actual possession to Buyer, and Buyer hereby purchases, assumes, and takes assignment and delivery of actual possession from Seller, all right, title, and interest in and to the following:

(a) (i) the trademark PETLOCITY, and including (1) U.S. Trademark Registration No. 5,800,697 and all issuances, extensions, and renewals thereof, and (2) all common law rights related to the PETLOCITY trademark, and (ii) the trademark NITE LIGHT FOR PETS, and including all common law rights related to the NITE LIGHT FOR PETS trademark (collectively, the “**Assigned Trademarks**”), together with the goodwill of the business connected with the use of, and symbolized by, the Assigned Trademarks;

(b) all rights of any kind whatsoever of Seller accruing under the Assigned Trademarks provided by applicable law of any jurisdiction, by international treaties and conventions and otherwise throughout the world;

(c) all royalties, fees, income, payments, and other proceeds now or hereafter due or payable with respect to the Assigned Trademarks (other than the Excluded Assets); and

(d) all claims and causes of action with respect to the Assigned Trademarks, whether accruing before, on or after the Effective Date, including all rights to and claims for damages, restitution and injunctive and other legal and equitable relief for past, present and future infringement, dilution, misappropriation, violation, misuse, breach or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

3. **Recordation and Further Actions.** Seller hereby authorizes the Commissioner for Trademarks in the United States Patent and Trademark Office and any other governmental officials to record and register this Assignment upon request by Buyer. Seller shall execute, acknowledge, and deliver any further assignments, conveyances, and other assurances, documents, and instruments of transfer reasonably requested by Buyer and shall take any other action consistent with the terms of this Assignment that may reasonably be requested by Buyer for the purpose of effecting the transactions contemplated by this Assignment.

4. **Terms of the IPAA.** This Assignment is governed by the IPAA provisions on interpretation, governing law, indemnification, and dispute resolution. This Assignment may be signed by electronic means and in counterparts, each of which is an original, but all of which together are a single agreement.

(Signature page follows.)

5. Signatures.

**Seller:**

VETLOCITY, LLC.

November 17, 2020

Date: \_\_\_\_\_

DocuSigned by:

*Phillip D. Michaels*

E6DDC9FFB3504A6...

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

Name: Phillip D. Michaels

Its: Manager

**Buyer:**

DESTINATION PET, LLC

November 17, 2020

Date: \_\_\_\_\_

DocuSigned by:

*Michael McArthur*

ACABA5C42F67456...

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

Name: Michael McArthur

Its: Chief Financial Officer