

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM624468

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|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------|-------------------------|-----------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| Virginia Humaniteks, Inc. d/b/a Pet Cremation Services of Tidewater | | 11/02/2020 | Corporation: VIRGINIA |
| RECEIVING PARTY DATA | | | |
| Name: | 222394536 Delaware, LLC | | |
| Street Address: | 2711 Centerville Road | | |
| Internal Address: | Suite 400 | | |
| City: | Wilmington | | |
| State/Country: | DELAWARE | | |
| Postal Code: | 19808 | | |
| Entity Type: | Limited Liability Company: DELAWARE | | |
| PROPERTY NUMBERS Total: 1 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 2414131 | A SENSITIVE ALTERNATIVE | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | 5132416234 | | |
| <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: | 5132412324 | | |
| Email: | ksmith@whe-law.com | | |
| Correspondent Name: | Kathryn E. Smith, Wood Herron & Evans | | |
| Address Line 1: | 441 Vine Street | | |
| Address Line 2: | 2700 Carew Tower | | |
| Address Line 4: | Cincinnati, OHIO 45202 | | |
| NAME OF SUBMITTER: | Kathryn E. Smith | | |
| SIGNATURE: | /Kathryn E. Smith/ | | |
| DATE SIGNED: | 02/04/2021 | | |
| Total Attachments: 7 | | | |
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ASSET PURCHASE AGREEMENT

THIS ASSET PURCHASE AGREEMENT (this "Agreement"), dated as of November 2, 2020 ("Effective Date"), is entered into by and among (i) 222394536 Delaware, LLC, a Delaware limited liability company (the "Buyer"), (ii) Virginia Humaniteks, Inc. d/b/a Pet Cremation Services of Tidewater, a Virginia corporation (the "Seller"), and (iii) A. Neal Kellum (the "Principal" and together with the Seller, each a "Seller Party" and collectively, the "Seller Parties").

RECITALS:

A. The Seller owns or leases certain properties, assets and goodwill as specified herein that are used in connection with its business, consisting of pet cremation and after-care services (the "Business").

B. The Seller operates the Business from land and improvements located at 105 Happy Street, Virginia Beach, Virginia 23452 (such land and improvements utilized by the Seller in the operation of the Business, the "Real Property").

C. Concurrently with the closing of the transaction contemplated by this Agreement, the Buyer is entering into a lease with the Seller for the Real Property (the "Lease"), which shall be effective at Closing in accordance with the terms and conditions therein.

D. The Principal owns 100% of the issued and outstanding Capital Stock in the Seller.

E. The Buyer desires to purchase from the Seller, and the Seller desires to sell to the Buyer, free and clear of all liabilities, obligations, claims, Liens and encumbrances (other than the liabilities, obligations and claims expressly assumed pursuant to this Agreement and the Liens and encumbrances expressly permitted by this Agreement), certain assets of the Seller as set forth in this Agreement.

F. The Buyer is willing to assume certain liabilities of the Seller related to the Business, upon the terms and subject to the conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the premises and the representations, warranties, covenants and agreements herein contained, the parties hereto, all intending to be legally bound, hereby agree as follows:

ARTICLE I. DEFINITIONS

Section 1.1 Certain Definitions. As used in this Agreement, the following terms have the following meanings:

Section 1.2 Accounting Terms. Accounting terms used in this Agreement and not otherwise defined herein shall have the meanings attributed to them under GAAP, except as may otherwise be specified herein.

Section 1.3 Other Terms. Other terms may be defined elsewhere in the text of this Agreement and, unless otherwise indicated, shall have such meaning throughout this Agreement.

ARTICLE II. TRANSFER OF ASSETS AND LIABILITIES

Section 2.1 Acquired Assets. Upon the terms and subject to the conditions of this Agreement, at the Closing, the Seller shall sell, convey, assign, transfer and deliver to the Buyer all of the Seller's right, title and interest in and to all of the property, assets and rights owned, leased, subleased, licensed, sublicensed or held for use by the Seller in operation of the Business, wheresoever located, whether carried on the books of the Seller or not carried on the books of the Seller, other than the Excluded Assets (collectively, the "Acquired Assets"), free and clear of all liabilities, obligations and Liens (other than Assumed Liabilities and Permitted Liens), including:

(a) all tangible personal property (other than Inventory), including all furniture, fixtures, computer equipment, furnishings, leasehold improvements, equipment, facilities, machinery, vehicles, structures and any related capitalized items and other assets (collectively, the "Tangible Property"), as well as all manufacturers' warranties associated with such items, including, without limitation, those items of Tangible Property with an original book cost of greater than \$5,000 set forth on Schedule 2.1(a) attached hereto;

(b) all Inventory;

(c) all accounts or notes receivable (including any security or collateral for such accounts receivable and including both billed and unbilled work);

(d) all Owned Intellectual Property;

(e) all assignable Contracts (with consent to assignment if needed and provided) by and between the Seller and (i) any customer (as listed under the heading "Customer Contracts" on Schedule 2.1(e)) (the "Customer Contracts"), (ii) any vendor (as listed under the heading "Vendor Contracts" on Schedule 2.1(e)) (the "Vendor Contracts"), (iii) any lessor of any Tangible Property (as listed under the heading "Tangible Property Contracts" on Schedule 2.1(e)), (iv) any licensor or licensee of assignable Intellectual Property licensed to or by the Seller (as listed on Schedule 5.18(c)), ((i) through (iv), collectively, the "Assigned Agreements");

(f) all Permits that are assignable, including the Permits set forth on Schedule 5.10;

(g) all originals or copies (in accordance with Section 2.2(b)) of all books, records, and other documents, whether on paper, computer diskette, tape or other storage media of the Business, including tax records, property records, purchase and sales records, credit data, marketing, advertising and promotional materials, payroll records, accounting records, financial

(d) All of the land, buildings, structures and other improvements used by the Seller in the conduct of the Business are included in the Real Property except for an adjacent lot at 125 Happy Street in Virginia Beach, Virginia that is sometimes used for parking.

(e) There does not exist any violation of any covenant, condition, restriction of record zoning ordinance or other land use regulation, with respect to the Real Property or any portion thereof.

Section 5.16 Receivables. All accounts and notes receivable reflected on the Financial Statements, as of the respective dates thereof, and all accounts and notes receivable arising subsequent to the date thereof, (i) have been valued in accordance with GAAP and represent, as of the respective dates thereof, valid accounts receivable arising from sales actually made or services actually performed, in each case, in the ordinary course of business consistent with past practice, and (ii) have been collected or are collectible in the ordinary course of business of the Seller in the aggregate recorded amounts thereof in accordance with their terms. Since December 31, 2019, the Seller has not canceled, or agreed to cancel, in whole or in part, any accounts receivable, except in the ordinary course of business consistent with past practice.

Section 5.17 Tangible Property and Inventory. The Tangible Property and the Inventory are in operating condition and repair and are owned or leased by the Seller, free and clear of all Liens (other than Permitted Liens) and meet all requirements necessary for the issuance of any Permits related thereto. During the past three (3) years there has not been any significant interruption of the operations of the Seller due to inadequate maintenance, damage or destruction of the Tangible Property or the Inventory or otherwise and, to the Knowledge of the Seller, no facts or circumstances exist which would reasonably be expected to cause any significant interruption. The Tangible Property, Inventory and Excluded Assets constitute all of the tangible assets being used by the Seller in the operation of the Business. All Inventory carried by the Seller is of such quality and in such quantities to be useable and salable by the Seller in the ordinary course of business, consistent with past practice.

Section 5.18 Intellectual Property.

(a) The Seller owns or is licensed to use, practice, sell, license and dispose of, without restriction, all Copyrights, Patents, Trade Secrets, Trademarks and other intellectual property and proprietary rights (collectively, the "Intellectual Property") that are used or held for use in connection with the Business, free and clear of any Liens (the "Seller Intellectual Property"). The Seller has taken all necessary actions, in its reasonable judgment, to maintain and protect each item of the Seller Intellectual Property.

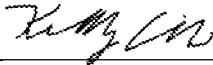
(b) Schedule 5.18(b) sets forth a true, correct and complete list of (i) all Seller Intellectual Property owned or purported to be owned by the Seller (the "Owned Intellectual Property") that is registered, issued or the subject of a pending application, and (ii) all material unregistered Owned Intellectual Property. All of the registrations, issuances and applications set forth on Schedule 5.18(b) are valid, in full force and effect and have not expired or been cancelled, abandoned or otherwise terminated, except as noted on Schedule 5.18(b), and payment of all renewal and maintenance fees, costs and expenses in respect thereof, and all filings related thereto, have been duly made.

EXECUTION COPY

IN WITNESS WHEREOF, the parties have executed this Agreement on the date first above written.

BUYER:

222394536 Delaware, LLC,
a Delaware limited liability company

By: 
Name: Kelly Clinton
Title: Vice President

[Buyer Signature Page]

SELLER:

**Virginia Humaniteks, Inc. d/b/a Pet
Cremation Services of Tidewater,
a Virginia corporation**

By: *A. Neal Kellum*
Name: A. NEAL KELLUM
Title: President

PRINCIPAL:

A. Neal Kellum
A. Neal Kellum

SCHEDULE 5.18

Intellectual Property

Set forth below is a true, correct and complete list of (i) all Seller Intellectual Property owned or purported to be owned by the Seller (the "Owned Intellectual Property") that is registered, issued or the subject of a pending application, and (ii) all material unregistered Owned Intellectual Property. Except as noted below, and payment of all renewal and maintenance fees, costs and expenses in respect thereof, and all filings related thereto, have been duly made.

- Trademark Registration No.: 2,414,131
"A Sensitive Alternative"
Renewal Deadline 12/31/2020

See Attached.

- Websites and any social media accounts



Trademarks > Trademark Electronic Search System (TESS)

TESS was last updated on Wed Aug 12 03:59:23 EDT 2020

TESS Home NEW USER STRUCTURED FREE FORM Advanced Search SEARCH GO Bottom HELP

Logout Please logout when you are done to release system resources allocated for you.

Record 1 out of 1

TSDR ASSIGN Status TTAB Status (Use the "Back" button of the Internet Browser to return to TESS)

A SENSITIVE ALTERNATIVE

Word Mark A SENSITIVE ALTERNATIVE

Goods and Services IC 042. US 100 101. G & S: Pet Cremation Services. FIRST USE: 19860700. FIRST USE IN COMMERCE: 19860700

Mark Drawing Code (1) TYPED DRAWING

Serial Number 75911980

Filing Date February 7, 2000

Current Basis 1A

Original Filing Basis 1A

Published for Opposition September 26, 2000

Registration Number 2414131

Registration Date December 19, 2000

Owner (REGISTRANT) Virginia Humanitek, Inc. TA Pet Cremation Services of Tidewater CORPORATION VIRGINIA 105 Happy Street Virginia Beach VIRGINIA 23452

Attorney of Record William R. Poynter

Type of Mark SERVICE MARK

Register PRINCIPAL

Affidavit Text SECT 15. SECT 8 (6-YR). SECTION 8(10-YR) 20100830.

Renewal 1ST RENEWAL 20100830

Live/Dead Indicator LIVE

TESS Home NEW USER STRUCTURED FREE FORM Advanced Search SEARCH GO Top HELP