

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM664691

SUBMISSION TYPE:	RESUBMISSION
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL
RESUBMIT DOCUMENT ID:	900628090

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Pampered Pooch Playground, LLC		06/22/2021	Limited Liability Company: MINNESOTA

RECEIVING PARTY DATA

Name:	Destination Pet, LLC
Street Address:	8822 South Ridgeline Blvd., Suite 260
City:	Highlands Ranch
State/Country:	COLORADO
Postal Code:	80129
Entity Type:	Limited Liability Company: DELAWARE

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	3809240	PAMPERED POOCH PLAYGROUND

CORRESPONDENCE DATA**Fax Number:**

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.

Phone: 8017995825
Email: docket@hollandhart.com
Correspondent Name: H. Matthew Horlacher
Address Line 1: P.O. Box 11583
Address Line 4: Salt Lake City, UTAH 84110

ATTORNEY DOCKET NUMBER:	94244.0196
NAME OF SUBMITTER:	H. Matthew Horlacher
SIGNATURE:	/hmh/
DATE SIGNED:	08/03/2021

Total Attachments: 3

source=Destination Pet - Pampered Pooch - Assignment of Marks (Executed)[16902475v5]#page1.tif
source=Destination Pet - Pampered Pooch - Assignment of Marks (Executed)[16902475v5]#page2.tif
source=Destination Pet - Pampered Pooch - Assignment of Marks (Executed)[16902475v5]#page3.tif

Assignment of Marks

Effective June 22, 2021 (“**Effective Date**”), Destination Pet, LLC, a Delaware limited liability company (“**Assignee**”), Pampered Pooch Playground, LLC, a Minnesota limited liability company (“**Seller**”), and Keith Miller and Patricia Miller, each an individual (individually and collectively “**Owner**” and together with Seller, “**Assignor**”), agree (“**Agreement**”) as follows:

1. **Background.** Assignee and Assignor are parties to an Asset Purchase Agreement, dated effective June 22, 2021 (“**APA**”), under which Assignee is acquiring certain business assets from Assignor. Capitalized terms used but not defined in this Agreement have the meanings given in the APA.
2. **Assignment.** Assignor hereby irrevocably assigns to Assignee, and Assignee accepts, all rights to Assignor’s Marks and the goodwill associated with the use of, and symbolized by, the Marks. Assignor shall provide Assignee with all other instruments and signatures reasonably requested to vest in Assignee all of Assignor’s rights to the Marks. If the assignment of any Mark without consent from a third-party would have an adverse effect on the rights of Assignee, then this Agreement will not constitute an assignment of the Mark until the consent is obtained, at which time the assignment will automatically be effective.
3. **Definition of Marks.** The term “**Mark**” means any registered or unregistered domestic and foreign service mark, trademark, trademark application, or trade name, and related issuances, extensions, and renewals, including the service marks, trademarks, service mark and trademark applications, and trade names listed on Schedule 3.
4. **Certification of Authorization.** The individual signing this Agreement certifies that this Agreement and the assignment represented by this Agreement were duly authorized by Assignor.
5. **Interpretation.** This Agreement is governed by the APA provisions on interpretation, governing law, indemnification, and dispute resolution. This Agreement may be executed by signatures exchanged by electronic means and in one or more counterparts, each of which constitutes an original, and all of which together constitute a single instrument.

(Signature page follows.)

6. Signatures.

Seller:

PAMPERED POOCH PLAYGROUND, LLC

Date: June 22, 2021 _____

DocuSigned by:
Keith Miller
By: _____
CA2A7FB853784D5...
Name: Keith Miller
Its: President

Owner:

Date: June 22, 2021 _____

DocuSigned by:
Keith Miller
Signature: _____
CA2A7FB853784D5...
Name: Keith Miller

Date: June 22, 2021 _____

DocuSigned by:
Patricia Miller
Signature: _____
2FAC4708B07148F...
Name: Patricia Miller

Assignee:

DESTINATION PET, LLC

Date: June 21, 2021 _____

DocuSigned by:
Michael Williams
By: _____
42DCF3C39452419...
Name: Michael Williams
Its: Chief Growth Officer

**Schedule 3
Registered Service Marks and Trademarks**

Service Mark or Trademark	Registration No.	Registration Date
USPTO Trademark: Pampered Pooch Playground & Design	3809240	June 29, 2010
Minnesota Secretary of State Mark: Pampered Pooch Playground & logo design	3492803-2	September 15, 2009

Unregistered Service Marks and Trademarks

Service Mark or Trademark	Application No.	Application Date

Pending Service Mark or Trademark Applications

Service Mark or Trademark	Application No.	Application Date

Trade Names

Pampered Pooch Playground

Assignment of Marks – Schedule 3

16902475_v4 94244.0181