

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM668825

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Royal Canin U.S.A., Inc.		07/28/2021	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	The Fetchery Inc.		
Street Address:	100 Horton Street		
City:	Bronx		
State/Country:	NEW YORK		
Postal Code:	10464		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Serial Number:	88817714	WITZIG	
Serial Number:	88816396	WITZIG	
Serial Number:	88816397	WITZIG	
Serial Number:	88816398	WITZIG	
Serial Number:	88816399	WITZIG	
Serial Number:	88816400	WITZIG	
CORRESPONDENCE DATA			
Fax Number:	3124568435		
<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:	312.456.8400		
Email:	chiipmail@gtlaw.com		
Correspondent Name:	Howard E. Silverman		
Address Line 1:	Greenberg Traurig, LLP		
Address Line 2:	77 W. Wacker Drive, Suite 3100		
Address Line 4:	Chicago, ILLINOIS 60601		
ATTORNEY DOCKET NUMBER:	020595.042000		
NAME OF SUBMITTER:	Howard E. Silverman		
SIGNATURE:	/Howard E. Silverman/		
DATE SIGNED:	08/19/2021		

CH \$165.00 88817714

Total Attachments: 5

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TRADEMARK ASSIGNMENT AGREEMENT

This Trademark Assignment Agreement is made and entered into as of July 28, 2021, between Royal Canin U.S.A., Inc., a Delaware corporation (“*Assignor*”), and The Fetchery Inc., a Delaware corporation (“*Assignee*”).

WHEREAS, Assignor is the owner of the entire right, title, interest and goodwill in and to all of the trademarks identified on Schedule A attached hereto (collectively, the “*Trademarks*”);

WHEREAS, that portion of the business to which the Trademarks relate is being sold to Assignee pursuant to that certain Asset Purchase Agreement, dated as of the date hereof (the “*Purchase Agreement*”); and

WHEREAS, Assignee desires to acquire the Trademarks, and Assignor desires to sell the Trademarks to Assignee, pursuant to the Purchase Agreement.

FOR GOOD AND VALUABLE CONSIDERATION, the sufficiency and receipt of which are hereby acknowledged, Assignor hereby assigns, transfers and conveys to Assignee, Assignor’s entire worldwide right, title and interest in and to, including any and all common law rights thereto, as well as the goodwill of the business symbolized by, the Trademarks, as well as any related trademark registrations, trade names, service marks, and/or trademark applications; together with all renewals thereof; all income, royalties, damages and payments now and hereafter due and/or payable with respect thereto, including, without limitation, damages and payments for past or future infringements thereof; and any and all United States and/or foreign trademark (or service mark) registrations which may be issued on same in the future.

Together with Assignor’s worldwide right, title and interest in and to each of the Trademarks, as well as the goodwill of the business associated with said Trademarks being assigned to Assignee, are the rights to police, monitor and enforce said Trademarks against any and all past, current and future infringements (including, without limitation, the right to sue for and collect damages caused by any such infringement) which may have occurred at any time in the unlimited past, up to the date of this present Trademark Assignment Agreement, together with any and all further privileges in the United States and throughout the world to establish use, ownership, and registration of the Trademarks.

Assignor hereby covenants and warrants that, with respect to each Trademark, it has the full right to convey its above-described right, title, interest and goodwill by this instrument, free of any encumbrances. Assignor further covenants and warrants that no other agreement has been or will be executed in conflict herewith.

Assignor agrees to perform all affirmative acts which may be necessary or desirable to record or perfect the above-described transfer of Trademark rights, or to secure registration before the United States Patent and Trademark Office or any foreign trademark office, at Assignee’s expense, as well as to cooperate with Assignee in obtaining and/or providing information required in any proceedings relating to the Trademarks, again at Assignee’s expense.

Assignor further authorizes the Commissioner of Patents and Trademarks of the United States, and the appropriate official in any other country, to issue any and all trademark and service mark registrations, amended registrations and renewals that have been or may be granted upon any application or petition for same, to Assignee, and Assignee’s successors and/or assigns.

Assignor hereby grants to the designated attorneys of Assignee, the authority and power to insert on this instrument, any further identification which may be necessary or desirable for purposes of

recordation by the United States Patent and Trademark Office or the Trademark Office of any other country throughout the world.

This Trademark Assignment Agreement may be executed in one or more counterparts (including electronically), each of which when executed shall be deemed to be an original, but all of which together shall constitute one and the same instrument.

* * * * *

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

ASSIGNEE:

THE FETCHERY INC.

By: Alison K. Miller
Name: Alison K. Miller
Its: Chief Executive Officer

ASSIGNOR:

ROYAL CANIN U.S.A., INC.

By: _____
Name: _____
Its: _____

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

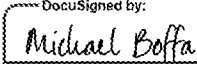
ASSIGNEE:

THE FETCHERY INC.

By: _____
Name: _____
Its: _____

ASSIGNOR:

ROYAL CANIN U.S.A., INC.

By:  _____
Name: Michael Boffa
Its: Authorized Signatory

SCHEDULE A

TRADEMARK REGISTRATIONS

COUNTRY	MARK	APP. NO.	FILING DATE	REG. NO.	REG. DATE
USA	WITZIG	88817714	3/02/2020		
USA	WITZIG	88816396	3/01/2020		
USA	WITZIG	88816397	3/01/2020		
USA	WITZIG	88816398	3/01/2020		
USA	WITZIG	88816399	3/01/2020		
USA	WITZIG	88816400	3/01/2020		