

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM674296

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Trademark Assignment Agreement		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Humane America Animal Foundation dba Adopt-a-Pet.com		09/13/2021	public benefit corporation: CALIFORNIA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Kinship Partners, Inc.		
<b>Street Address:</b>	190 3rd Avenue		
<b>City:</b>	Brooklyn		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	11217		
<b>Entity Type:</b>	Corporation: DELAWARE		
<b>PROPERTY NUMBERS Total: 6</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	86079010	ADOPT-A-PET.COM	
<b>Serial Number:</b>	86079013	ADOPT A PET .COM	
<b>Serial Number:</b>	90504247	REHOME A PET	
<b>Serial Number:</b>	90504220	ADOPT A PET	
<b>Serial Number:</b>	90497559	ADOPT A PET FOUNDATION	
<b>Serial Number:</b>	90497387	ADOPT A PET	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	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>			
<b>Phone:</b>	3124568400		
<b>Email:</b>	chiipmail@gtlaw.com		
<b>Correspondent Name:</b>	Greenberg Traurig, LLP		
<b>Address Line 1:</b>	77 West Wacker Drive		
<b>Address Line 2:</b>	Suite 3100		
<b>Address Line 4:</b>	Chicago, ILLINOIS 60601		
<b>ATTORNEY DOCKET NUMBER:</b>	020595.041700		
<b>NAME OF SUBMITTER:</b>	Howard E. Silverman		

CH \$165.00 86079010

<b>SIGNATURE:</b>	/Howard E. Silverman/
<b>DATE SIGNED:</b>	09/14/2021
<b>Total Attachments: 7</b> source=Project Aidi - Trademark Assignment Executed#page1.tif source=Project Aidi - Trademark Assignment Executed#page2.tif source=Project Aidi - Trademark Assignment Executed#page3.tif source=Project Aidi - Trademark Assignment Executed#page4.tif source=Project Aidi - Trademark Assignment Executed#page5.tif source=Project Aidi - Trademark Assignment Executed#page6.tif source=Project Aidi - Trademark Assignment Executed#page7.tif	

## TRADEMARK ASSIGNMENT AGREEMENT

September 13, 2021

WHEREAS, Humane America Animal Foundation, a California public benefit corporation dba Adopt-a-Pet.com, located and doing business at 310 N. Indian Hill Blvd., #800, Claremont, California 91711 (“*Assignor*”) is the owner of the entire right, title, interest and goodwill in and to all of its trademarks, either registered, pending or at common law, including, without limitation, the trademarks identified on Schedule A attached hereto (collectively, the “*Trademarks*”);

WHEREAS, Kinship Partners, Inc., a Delaware corporation, having a mailing address at 190 3<sup>rd</sup> Avenue, Brooklyn, New York 11217 (“*Assignee*”), is desirous of acquiring the Trademarks; and

WHEREAS, Assignee desires to acquire the Trademarks and Assignor desires to sell the Trademarks to Assignee pursuant to that certain Asset Purchase Agreement, dated as May 31, 2021 (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.

Nothing in this Trademark Assignment shall limit either party's rights or obligations under the Purchase Agreement.

This Trademark Assignment shall be governed by the laws of the State of Delaware, United States of America, exclusive of any choice of law and conflict of law rules. All legal proceedings relating to or arising out of this Trademark Assignment must be brought in accordance with Section 9.10 of the Purchase Agreement.


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.

*(Signature page follows)*

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

**ASSIGNEE:**

**KINSHIP PARTNERS, INC.**

By   
Name: Jean-Christophe Roux  
Its. Authorized Signatory

By: \_\_\_\_\_  
Name: Peter M Seka  
Its. Authorized Signatory

**ASSIGNOR:**

**HUMANE AMERICA ANIMAL FOUNDATION  
DBA ADOPT-A-PET.COM**

By: \_\_\_\_\_  
Name: David Meyer  
Its. President

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

ASSIGNEE:

KINSHIP PARTNERS, INC.

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

Name: Jean-Christophe Roux

Its: Authorized Signatory

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

Name: Peter M. Seka

Its: Authorized Signatory

ASSIGNOR:

HUMANE AMERICA ANIMAL FOUNDATION  
DBA ADOPT-A-PET.COM

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

Name: David Meyer

Its: President

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

**ASSIGNEE:**

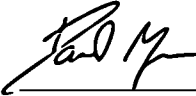
**KINSHIP PARTNERS, INC.**

By: \_\_\_\_\_  
Name: Jean-Christophe Roux  
Its: Authorized Signatory

By: \_\_\_\_\_  
Name: Peter M. Seka  
Its: Authorized Signatory

**ASSIGNOR:**

**HUMANE AMERICA ANIMAL FOUNDATION  
DBA ADOPT-A-PET.COM**

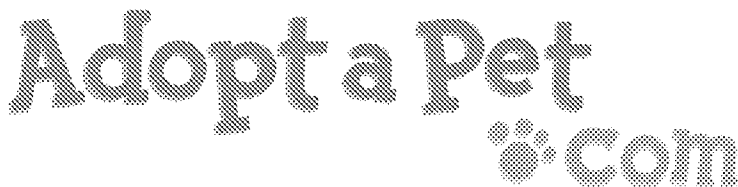
By:  \_\_\_\_\_  
Name: David Meyer  
Its: President

SCHEDULE A

TRADEMARK REGISTRATIONS

Word Mark: ADOPT-A-PET.COM  
Mark Drawing Code: (4) Standard Character Mark  
Serial number 86079010  
Registration number 4673829  
Registration Date January 20, 2015  
Type of Mark: Service Mark

Word Mark: ADOPT A PET .COM  
Mark Drawing Code: (3) Design Plus Words, Letters, and/or Numbers  
Serial Number 86079013  
Registration number 4673830  
Registration date January 20, 2015  
Description of Mark: The color(s) blue, light blue, orange and light orange is/are claimed as a feature of the mark. The mark consists of the words "ADOPT A PET" in stylized blue font with light blue edging and the word ".COM" in orange stylized font with light orange edging. The period on the ".COM" is depicted as paw print design.  
Type of Mark: Service Mark



Word Mark: REHOME A PET  
Mark Drawing Code: (0) Unknown  
Serial Number 90504247  
Filing Date February 2, 2021  
Description of Mark: The color(s) green is/are claimed as a feature of the mark. The mark consist of the words "REHOME A PET" in stylized green font. The letter "A" between REHOME and PET is depicted as a paw print design.  
Type of Mark: Service Mark



Word Mark: ADOPT A PET  
Mark Drawing Code: (0) Unknown  
Serial Number 90504220  
Filing Date February 2, 2021  
Description of Mark: The color(s) blue are claimed as a feature of the mark. The mark consists of the words "ADOPT A PET" in stylized blue font. The letter "A" between ADOPT and PET is depicted as a paw print design.  
Type of Mark: Service Mark

ACTIVE 58643801v4



# Adopt Pet

Word Mark: ADOPT A PET FOUNDATION

Drawing Code: (4) Standard Character Mark

Serial number 90497559

Filing Date January 29, 2021

Type of Mark: Service Mark

Word Mark: ADOPT A PET

Drawing Code: (4) Standard Character Mark

Serial number 90497387

Filing Date January 29, 2021

Type of Mark: Service Mark

ACTIVE 58643801v4

RECORDED: 09/14/2021

TRADEMARK  
REEL: 007420 FRAME: 0821