

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM679629

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Humane America Animal Foundation		09/13/2021	Public Benefit Corporation:
RECEIVING PARTY DATA			
Name:	Kinship Partners, Inc.		
Street Address:	190 3rd Avenue		
City:	Brooklyn		
State/Country:	NEW YORK		
Postal Code:	11217		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Serial Number:	90492445	REHOME	
Serial Number:	90492461	REHOME A PET	
CORRESPONDENCE DATA			
Fax Number:			
<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>			
Email:	Mars.Trademarks@effem.com		
Correspondent Name:	Lynn Hsu		
Address Line 1:	930 West Evergreen Avenue		
Address Line 4:	Chicago, ILLINOIS 60642		
NAME OF SUBMITTER:	Lynn Hsu		
SIGNATURE:	/Lynn Hsu/		
DATE SIGNED:	10/07/2021		
Total Attachments: 9			
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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 3rd 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

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ASSIGNEE:

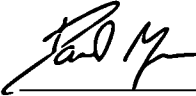
KINSHIP PARTNERS, INC.

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**

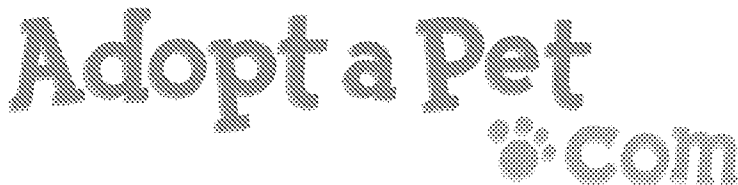
By:  _____
Name: David Meyer
Its: President

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

Schedule of Pending Trademark Applications

TRADEMARK	COUNTRY	APPLICATION NUMBER	APPLICATION DATE
ADOPT A PET	Australia	2197691	07/27/2021
ADOPT A PET & Design	Australia	2197682	07/27/2021
ADOPT A PET FOUNDATION	Australia	2197038	07/23/2021
REHOME	Australia	2196739	07/22/2021
REHOME A PET	Australia	2196715	07/22/2021
REHOME A PET & Design	Australia	2197030	07/23/2021
ADOPT A PET	Canada	2122482	07/22/2021
ADOPT A PET & Design	Canada	2122487	07/22/2021
ADOPT A PET FOUNDATION	Canada	2122487	07/22/2021
REHOME	Canada	2122483	07/22/2021
REHOME A PET	Canada	2122484	07/22/2021
REHOME A PET & Design	Canada	2122486	07/22/2021
ADOPT A PET	France	214788997	07/29/2021
ADOPT A PET & Design	France	214789243	07/29/2021
ADOPT A PET FOUNDATION	France	214788999	07/29/2021
REHOME	France	214788366	07/27/2021
REHOME A PET	France	214788367	07/27/2021
REHOME A PET & Design	France	214789246	07/29/2021
ADOPT A PET	Germany	3020211130197	07/29/2021

ADOPT A PET & Design	Germany	3020211132564	08/02/2021
ADOPT A PET FOUNDATION	Germany	3020211130189	07/29/2021
REHOME	Germany	3020211128958	07/27/2021
REHOME A PET	Germany	3020211128893	07/27/2021
REHOME A PET & Design	Germany	3020211132572	08/02/2021
ADOPT A PET	New Zealand	1185236	07/28/2021
ADOPT A PET & Design	New Zealand	1185219	07/28/2021
ADOPT A PET FOUNDATION	New Zealand	1185232	07/28/2021
REHOME	New Zealand	1184995	07/23/2021
REHOME A PET	New Zealand	1184994	07/23/2021
REHOME A PET & Design	New Zealand	1185292	07/29/2021
ADOPT A PET	United Kingdom	3672219	07/22/2021
ADOPT A PET & Design	United Kingdom	3672153	07/22/2021
ADOPT A PET FOUNDATION	United Kingdom	3672157	07/22/2021
REHOME	United Kingdom	3672147	07/22/2021
REHOME A PET	United Kingdom	3672142	07/22/2021
REHOME A PET & Design	United Kingdom	3672150	07/22/2021
REHOME	United States	90492445	01/27/2021
REHOME A PET	United States	90492461	01/27/2021