

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM684370

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Paws 4 Fun, LLC		10/26/2021	Limited Liability Company: NORTH CAROLINA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Destination Pet, LLC		
<b>Street Address:</b>	8822 South Ridgeline Blvd., Suite 260		
<b>City:</b>	Highlands Ranch		
<b>State/Country:</b>	COLORADO		
<b>Postal Code:</b>	80129		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4566218	RUFF HOUSING	
<b>Registration Number:</b>	4529490	LIVE LIFE UNLEASHED!	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<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>	8017995825		
<b>Email:</b>	docket@hollandhart.com		
<b>Correspondent Name:</b>	H. Matthew Horlacher		
<b>Address Line 1:</b>	P.O. Box 11583		
<b>Address Line 4:</b>	Salt Lake City, UTAH 84110		
<b>ATTORNEY DOCKET NUMBER:</b>	94244.0087		
<b>NAME OF SUBMITTER:</b>	H. Matthew Horlacher		
<b>SIGNATURE:</b>	/hmh/		
<b>DATE SIGNED:</b>	10/28/2021		
<b>Total Attachments: 3</b>			
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### Assignment of Marks

Effective October 26, 2021 (“**Effective Date**”), Destination Pet, LLC, a Delaware limited liability company (“**Assignee**”), Paws 4 Fun, LLC dba Ruff Housing, LLC, a North Carolina limited liability company (“**Seller**”), and Kimberley B. Vaughn, an individual, and the 2019 Irrevocable Trust for Anna Spove, a trust (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 October 26, 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:** PAWS 4 FUN, LLC DBA RUFF HOUSING, LLC

Date: October 26, 2021

DocuSigned by:  
By: Kimberley B. Vaughn  
Name: Kimberley B. Vaughn  
Its: Manager

**Owner:** KIMBERLEY B. VAUGHN

Date: October 26, 2021

DocuSigned by:  
Signature: Kimberley B. Vaughn  
Name: Kimberley B. Vaughn

2019 IRREVOCABLE TRUST FOR ANNA SPOVE

Date: October 26, 2021

DocuSigned by:  
Signature: Judith Carter Briggs  
Name: Judith Carter Briggs  
Its: Trustee

**Assignee:** DESTINATION PET, LLC

Date: October 26, 2021

DocuSigned by:  
By: Michael Williams  
Name: Michael Williams  
Its: Chief Growth Officer

**Schedule 3  
Registered Service Marks and Trademarks**

<b>Service Mark or Trademark</b>	<b>Registration No.</b>	<b>Registration Date</b>
Ruff Housing	4566218	July 15, 2014
LIVE LIFE UNLEASHED!	4529490	May 13, 2014

**Unregistered Service Marks and Trademarks**

<b>Service Mark or Trademark</b>	<b>Application No.</b>	<b>Application Date</b>
The Catty Corner		
Paws 4 Fun		

**Pending Service Mark or Trademark Applications**

<b>Service Mark or Trademark</b>	<b>Application No.</b>	<b>Application Date</b>

**Trade Names**

1. Paws 4 Fun
2. Ruff Housing
3. The Catty Corner

Assignment of Marks – Schedule 3

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