

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM691047

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
K-9 COACH, LLC		11/04/2021	Limited Liability Company: GEORGIA
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:	4915535	K-9 COACH	
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>			
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.tbd		
NAME OF SUBMITTER:	H. Matthew Horlacher		
SIGNATURE:	/hmh/		
DATE SIGNED:	11/29/2021		
Total Attachments: 4			
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INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This Intellectual Property Assignment Agreement (the “IP Assignment”) is entered into effective as of November 4, 2021 (the “Effective Date”), between DESTINATION PET, LLC, a Delaware limited liability company (“Buyer”) and K-9 COACH, LLC, a Georgia limited liability company (the “Seller”).

WHEREAS, Seller and Buyer have executed that certain Asset Purchase Agreement dated of even date herewith (the “Agreement”); and

WHEREAS, Seller owns and utilizes certain registered and unregistered trademarks in connection with its business, as described in Exhibit A hereto (the “Trademarks”); and

WHEREAS, Seller owns and utilizes certain internet domain names, social media account and communication addresses in connection with its business, as described in Exhibit A hereto (collectively, the “Account Credentials”); and

WHEREAS, pursuant to the terms of the Agreement, Seller desires to assign and Buyer desires to receive all of Seller’s rights, title and interest in and to the Trademarks and Account Credentials and any and all goodwill associated therewith.

NOW, THEREFORE, for good and valuable consideration as set forth in the Agreement, the receipt and sufficiency of which is hereby acknowledged, Seller and Buyer hereby agree as follows:

1. Assignment. Seller hereby transfers, assigns, and otherwise conveys to Buyer, all of Seller’s rights, title, and interest in and to the Trademarks and Account Credentials, if any, along with the goodwill of the business symbolized by or associated with the Trademarks and Account Credentials and all rights to proceeds of the foregoing, including without limitation, any rights of action by the Seller, and the right to take proceedings and to seek and recover damages and all other available remedies, against third parties for past, present, or future infringement of the Trademarks and Account Credentials.

Seller further agrees to execute and deliver at the request of Buyer all papers, instruments, and assignments, and to perform any other reasonable acts Buyer may request in order to vest all of Seller’s rights, title, and interest in and to the Trademarks and Account Credentials in Buyer and/or to provide evidence to support any of the foregoing in the event such evidence is deemed necessary by Buyer, to the extent such evidence is in the possession or control of the Seller.


2. No Warranties. Seller makes no representation or warranty regarding the Trademarks and Account Credentials, including without limitation, as to the ownership or non-infringement of the Trademarks and Account Credentials except as set forth in the Agreement.
3. Governing Law. This IP Assignment shall be governed by and construed in accordance with the laws of the State of Delaware without resort to the conflict of law principles thereof.

4. Counterparts. This IP Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this IP Assignment delivered by facsimile, email or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this IP Assignment.

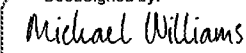
[The remainder of this page is left intentionally blank. Signature page follows.]

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

K-9 COACH, LLC

DocuSigned by:

By: 567A65330BAF4A4
Name: Amber Burckhalter
Title: Member

DESTINATION PET, LLC

DocuSigned by:

By: 42DCF3C39452419...
Name: Michael Williams
Title: Chief Growth Officer

[Signature page to IP Assignment – K-9 Coach]

EXHIBIT A

I. Trademarks

A. Trademark Registration #4915535 (US Serial Number: 86536704)

Word Mark: K-9 Coach

Goods & Services: IC 041 (Dog training; kennel services; dog training services), IC 043 (dog day care services; kennel services, boarding of pets), IC 044 (animal grooming services; dog grooming services)

Filing Date: February 17, 2017

Owner/Registrant: K-9 Coach, LLC

B. Tradenames, Service Names

1. K-9 Coach
2. Club at K-9 Coach
3. K-9 U

II. Account Credentials

A. Domain Names

1. www.k-9coach.com

B. Social Media Account Credentials

1. Administrative rights and all rights, title and interest in and to the following social media accounts:

- (a) Facebook
- (b) Instagram
- (c) Twitter
- (d) Any other social media, online forum, or other marketing site

C. Communication Addresses

1. Phone Number: (404)603-9744
2. All email and other communication addresses used in the Business.

[Exhibit A to IP Assignment – K-9 Coach]