

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM691361

<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>
Pet Ventures Incorporated		09/14/2021	Corporation: CALIFORNIA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	WPP Acquisition, LLC		
<b>Street Address:</b>	1 N. Clematis Street, Suite 307		
<b>City:</b>	West Palm Beach		
<b>State/Country:</b>	FLORIDA		
<b>Postal Code:</b>	33401		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 6</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4303078	LONG LASTING CHEWZ	
<b>Registration Number:</b>	3965579	PET 'N SHAPE	
<b>Registration Number:</b>	3965576	PET 'N SHAPE	
<b>Registration Number:</b>	5641985	PET 'N SHAPE	
<b>Registration Number:</b>	5641986	PET 'N SHAPE	
<b>Registration Number:</b>	5627729	SERVING HAPPINESS TO PEOPLE AND PETS	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	3129847700		
<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>	312-372-2000		
<b>Email:</b>	ipdocketmwe@mwe.com, jmikulina@mwe.com, zbeal@mwe.com, ipdocketchicago@mwe.com		
<b>Correspondent Name:</b>	Jennifer M. Mikulina		
<b>Address Line 1:</b>	444 West Lake Street, Suite 4000		
<b>Address Line 2:</b>	McDermott Will & Emery LLP		
<b>Address Line 4:</b>	Chicago, ILLINOIS 60606-0029		
<b>NAME OF SUBMITTER:</b>	Jennifer M. Mikulina		
<b>SIGNATURE:</b>	/Jennifer M. Mikulina/		
<b>DATE SIGNED:</b>	11/30/2021		

CH \$165.00 4303078

**Total Attachments: 6**

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## TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT (this "Trademark Assignment") is effective as of September 14, 2021 and is between Pet Ventures Incorporated, a California corporation, located at 4619 Nagle Avenue, Sherman Oaks, California 91423 (the "Assignor") and WPP Acquisition, LLC, a Delaware limited liability company, located at 1 N. Clematis Street, Suite 307, West Palm Beach, FL 33401 (the "Assignee").

**WHEREAS**, the Assignor is the owner of the trademarks set forth on Schedule A hereto, together with the goodwill of the business associated therewith (the "Marks");

**WHEREAS**, in connection with the execution of that Asset Purchase Agreement, dated as of September 14, 2021, by and among the Assignor and the other parties thereto (the "Agreement"), the Assignor has agreed to transfer all of its right, title and interest in and to the Marks to the Assignee; and

**WHEREAS**, the Assignor desires to assign all of its right, title and interest in and to the Marks to the Assignee and the Assignee desires to acquire the Marks.

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

1. The Assignor does hereby irrevocably sell, assign, transfer, convey and deliver to the Assignee, its successors and permitted assigns all right, title and interest, in and to the Marks, and all of the goodwill of the business associated with the Marks, together with that portion of Assignor's business to which the Marks pertain, and all registrations and pending applications for the Marks, any renewals of the registrations, in all countries throughout the world, for the Assignee's own use and enjoyment, and for the use and enjoyment of the Assignee's successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by the Assignor if this Trademark Assignment had not been made together with all causes of action for any and all previously occurring infringement of the rights being assigned and the right to receive and retain the proceeds relating to those infringements.

2. The Assignor hereby requests the Commissioner for Trademarks at the United States Patent and Trademark Office (the "Commissioner"), as well as his or her counterparts at the corresponding entities or agencies in any country or jurisdiction that may exercise authority over the Marks, record this Trademark Assignment. The Assignor hereby further requests the Commissioner and his or her non-US counterparts issue any and all trademark registrations resulting from applications among the Marks or derived therefrom to the Assignee as assignee of the entire interest therein.

3. This Trademark Assignment is in all respects subject to the provisions of the Agreement and is not intended in any way to supersede, limit, qualify or expand any provision of the Agreement.

4. Upon reasonable request by the Assignee, the Assignor will execute further papers (including, without limitation, the execution and delivery of any and all affidavits,

declarations, oaths, samples, exhibits, specimens, assignments, powers of attorney or other documentation) and to do such other acts as may be necessary or reasonably requested by the Assignee to vest full title in and to the Marks in the Assignee or which may be necessary to obtain, renew, issue or enforce the Marks. Assignor hereby authorizes Assignee, and does hereby make, constitute and appoint Assignee, and its officers, agents, successors and assigns with full power of substitution as the Assignor's true and lawful attorney-in-fact, with power, in Assignee's own name or the name of Assignor, to execute any such further papers.

5. This Trademark Assignment may be executed in any number of counterparts (including by means of facsimile and electronically transmitted portable document format (pdf) signature pages), each of which shall be an original but all of which together shall constitute one and the same instrument.

6. This Trademark Assignment shall be governed by and construed in accordance with the domestic laws of the State of Delaware without giving effect to any choice or conflict of law provision or rule (whether of the State of Delaware or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of Delaware.

7. No amendment of any provision of this Trademark Assignment shall be valid unless the same shall be in writing and signed by the Assignor and the Assignee. No waiver by any party of any provision of this Trademark Assignment or any default or breach of covenant hereunder, whether intentional or not, shall be valid unless the same shall be in writing and signed by the party against whom the waiver is to be effective nor shall such waiver be deemed to extend to any prior or subsequent default or breach of covenant hereunder or affect in any way any rights arising by virtue of any prior or subsequent such occurrence.

8. This Trademark Assignment shall be binding upon, and shall inure to the benefit of, the parties hereto and their respective successors and assigns.

[Signature Page Follows]

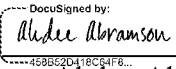
**IN WITNESS WHEREOF**, the Assignor and the Assignee have caused this Trademark Assignment to be executed as of the date first set forth above.

ASSIGNOR:

ASSIGNEE:

PET VENTURES INCORPORATED

WPP ACQUISITION, LLC

By:   
Name: Ahdee Abramson  
Title: President

By: \_\_\_\_\_  
Name: David Benyaminy  
Title: President

Address for Notices:

Address for Notices:

Pet Ventures Incorporated  
c/o Ahdee Abramson  
4619 Nagle Avenue  
Sherman Oaks, California 91423  
Email: ahdee@petnshape.com

WPP Acquisition, LLC  
c/o AUA Private Equity Partners, LLC  
1 N. Clematis Street, Suite 307  
West Palm Beach, FL 33401  
Email: david.benyaminy@auaequity.com

IN WITNESS WHEREOF, the Assignor and the Assignee have caused this Trademark Assignment to be executed as of the date first set forth above.

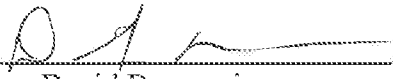
ASSIGNOR:

ASSIGNEE:

PET VENTURES INCORPORATED

WPP ACQUISITION, LLC

By: \_\_\_\_\_  
Name: Ahdee Abramson  
Title: President

By:  \_\_\_\_\_  
Name: David Benyaminy  
Title: President

Address for Notices:




Address for Notices:

Pet Ventures Incorporated  
c/o Ahdee Abramson  
4619 Nagle Avenue  
Sherman Oaks, California 91423  
Email: ahdee@petnshape.com

WPP Acquisition, LLC  
c/o AUA Private Equity Partners, LLC  
1 N. Clematis Street, Suite 307  
West Palm Beach, FL 33401  
Email: david.benyaminy@auaequity.com

**EXHIBIT A**

**TRADEMARK REGISTRATIONS**

<b>Trademark</b>	<b>Registration Number Registration Date</b>	<b>Owner Information</b>
LONG LASTING CHEWZ  RN: 4303078 SN: 85735498  Disclaimer: "CHEWS"	Registered Office Status: Section 8-Accepted Int'l Class: 31 First Use: October, 2009 Filed: September 21, 2012 Registered: March 12, 2013	Pet Ventures Incorporated (California Corporation) 8605 Santa Monica Blvd PMB 41978, West Hollywood, California 900694109 United States of America
PET 'N SHAPE and Design    RN: 3965579 SN: 85133914  Disclaimer: "PET"	Registered Office Status: Section 8 & 15-Accepted and Acknowledged Int'l Class: 31 First Use: June 22, 2005 Filed: September 20, 2010 Registered: May 24, 2011	Pet Ventures, Inc. (California Corporation) 8155 Lankershim Blvd, North Hollywood, California 91605 United States of America
PET 'N SHAPE  RN: 3965576 SN: 85133866  Disclaimer: "PET"	Renewed Office Status: Registered and Renewed Int'l Class: 31 First Use: June 22, 2005 Filed: September 20, 2010 Registered: May 24, 2011 Last Renewal: May 24, 2021	Pet Ventures, Inc. (California Corporation) 8605 Santa Monica Blvd PMB 41978, West Hollywood, California 900694109 United States of America
PET 'N SHAPE (Stylized)    RN: 5641985 SN: 87902214 Disclaimer: "PET"	Registered Int'l Class: 31 First Use: March 1, 2018 Filed: May 1, 2018 Registered: January 1, 2019	Pet Ventures Incorporated (California Corporation) 8605 Santa Monica Blvd PMB 41978, West Hollywood, California 900694109 United States of America
PET 'N SHAPE (Stylized)    RN: 5641986 SN: 87902219 Disclaimer: "PET"	Registered Int'l Class: 31 First Use: March 1, 2018 Filed: May 1, 2018 Registered: January 1, 2019	Pet Ventures Incorporated (California Corporation) 8605 Santa Monica Blvd PMB 41978, West Hollywood, California 900694109 United States of America
SERVING HAPPINESS TO PEOPLE	Registered	Pet Ventures Incorporated (California

Trademark	Registration Number Registration Date	Owner Information
AND PETS RN: 5627729 SN: 87902251	Int'l Class: 31 First Use: November, 2015 Filed: May 1, 2018 Registered: December 11, 2018	Corporation) 8605 Santa Monica Blvd PMB 41978, West Hollywood, California 900694109 United States of America
PET 'N SHAPE AN: 2069994 IRN: 1564663 Disclaimer: "PET"	Canada Filed Pending Application Last Status Received: Pending Application, December 9, 2020 Office Status: Formalized Filed: November 10, 2020 Expiration Date: November 10, 2030	Pet Ventures, Inc. 8605 Santa Monica Blvd PMB 41978 West Hollywood CA 90069-4109, United States of America
PET 'N SHAPE AN: M2469540	Mexico Published Last Status Received: Published Filed: November 10, 2020	Pet Ventures, Inc. 8605 Santa Monica Blvd NUM. EXT. PMB 41978, 90069-4109, West Hollywood CA., United States of America
Pet 'n Shape <del>Pet 'n Shape</del> RN: 1564663 Disclaimer: English: "PET" French: "PET" Spanish: "PET"	International Registered Last Status Received: Registered, November 10, 2020 Registered: November 10, 2020 Expiration Date: November 10, 2030	Pet Ventures, Inc. 8605 Santa Monica Blvd PMB 41978 West Hollywood CA 90069-4109, United States of America