

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM705140

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Creative PetWorks LLC		01/07/2022	Limited Liability Company: MINNESOTA
RECEIVING PARTY DATA			
Name:	Worldwise, Inc.		
Street Address:	6 Hamilton Landing		
Internal Address:	Suite 150		
City:	Novato		
State/Country:	CALIFORNIA		
Postal Code:	94949		
Entity Type:	Corporation: CALIFORNIA		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	6021804	KITTY SIFT HAPPY KITTY HAPPY LIFE	
Registration Number:	5969439	KITTY SIFT	
Serial Number:	88324588	SIFTKIT	
Serial Number:	88229684	KITTY KIT	
Serial Number:	88202818	KITTY KIT	
CORRESPONDENCE DATA			
Fax Number:	2162410816		
<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:	2166228200		
Email:	ipdocket@calfee.com,rfalk@calfee.com,ccostanza@calfee.com		
Correspondent Name:	Calfee, Halter & Griswold LLP		
Address Line 1:	1405 East Sixth Street		
Address Line 2:	The Calfee Building		
Address Line 4:	Cleveland, OHIO 44114-1607		
ATTORNEY DOCKET NUMBER:	40472.04002		
NAME OF SUBMITTER:	Ryan W. Falk		
SIGNATURE:	/Ryan W. Falk/		

OP \$140.00 6021804

DATE SIGNED:	01/27/2022
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Total Attachments: 6

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TRADEMARK ASSIGNMENT AGREEMENT

This TRADEMARK ASSIGNMENT AGREEMENT (this "Trademark Assignment") is entered into as of January 7, 2022 (the "Effective Date"), by and between Creative PetWorks LLC, a Minnesota limited liability company d/b/a Kitty Sift with an address of 13201 Cardinal Creek Road, Eden Prairie, Minnesota 55346 ("Assignor"), and Worldwise, Inc., a California corporation with an address of 6 Hamilton Landing, Suite 150, Novato, California 94949 ("Assignee").

WHEREAS, under the terms of that certain Asset Purchase Agreement, dated as of even date herewith (the "Agreement"), by and between Assignor, Assignee, and others, Assignor has sold, conveyed, assigned and transferred to Assignee, among other assets, all of Assignor's right, title and interest in and to the Assigned Trademark Rights (as defined herein), and has agreed to execute and deliver this Trademark Assignment, for recording with the United States Patent and Trademark Office and corresponding Governmental Authorities in any applicable jurisdictions.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee agree as follows:

1. Assignment. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and without limiting the Agreement, Assignor hereby absolutely, irrevocably, and unconditionally sells, conveys, assigns, and transfers to Assignee (on behalf of itself and its successors and permitted assigns), and Assignee hereby accepts, all of Assignor's worldwide right, title, and interest in and to the Intellectual Property Rights, free and clear of all Liens of any kind whatsoever, including without limitation, in and to the following (collectively, the "Assigned Trademark Rights"):

(a) the trademarks, trademark registrations and trademark applications set forth on Schedule I hereto and all issuances, extensions, and renewals thereof (the "Assigned Trademarks"), together with the goodwill of the business connected with the use of, associated with, or symbolized by, the Assigned Trademarks;

(b) all rights of any kind whatsoever of Assignor accruing under any of the foregoing provided by Applicable Law of any jurisdiction, by international treaties and conventions, and otherwise throughout the world;

(c) any and all royalties, fees, income, payments, and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

(d) any and all claims and causes of action with respect to any of the foregoing, whether accruing before, on, or after the date hereof, including all rights to prosecute, sue, enforce, collect, recover, or retain damages, costs, or attorneys' fees with respect to the past, present and future infringement, misappropriation, dilution, unauthorized use or other violation of any of the Assigned Trademarks and all claims for profits, proceeds, damages, restitution, and injunctive and all other legal and equitable relief related thereto, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages,

all said rights to be held and enjoyed by Assignee for its own use and enjoyment and for the use and enjoyment of its successors and assigns to the full term of the Assigned Trademark Rights as fully and entirely as the same would have been held by Assignor had this assignment not been made.

2. Recordation and Further Actions. Assignor hereby authorizes and requests the Commissioner for Trademarks in the United States Patent and Trademark Office and the officials of corresponding Governmental Authorities in any applicable jurisdictions to record and register this Trademark Assignment upon request by Assignee, to record Assignee as the assignee and owner of the Assigned Trademarks, and to issue any and all registrations from any and all applications for registration included in the Assigned Trademarks in and to the name of Assignee. Following the date hereof, upon Assignee's reasonable request, and at Assignee's sole cost and expense, Assignor shall take such steps and actions, and provide such cooperation and assistance to Assignee and its successors, assigns, and legal representatives, including the execution and delivery of any affidavits, declarations, oaths, exhibits, assignments, powers of attorney, or other documents, as may be reasonably necessary to effect, evidence, or perfect the assignment of the Assigned Trademark Rights to Assignee, or any assignee or successor thereto.

3. Terms of the Agreement. The parties hereto acknowledge and agree that this Trademark Assignment is entered into pursuant to the Agreement, to which reference is made for a further statement of the rights and obligations of Assignor and Assignee with respect to the Assigned Trademarks. The representations, warranties, covenants and agreements contained in the Agreement shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. In the event of any conflict or inconsistency between the terms of the Agreement and the terms hereof, the terms of the Agreement shall govern.

4. Execution in Counterparts. This Trademark Assignment may be executed and delivered (including, where permitted by Applicable Law or Governmental Authority, via facsimile or scanned .pdf image) in multiple counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same document. A signed copy of this Trademark Assignment delivered by facsimile, e-mail, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Trademark Assignment, provided, however, that if an original signature and/or any other formalities (including, without limitation, notarization or apostille) are required by any Governmental Authority, then the parties hereto shall, at Assignee's sole cost and expense, amend, execute, and revise this Trademark Assignment in accordance therewith and in satisfaction thereof.

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

6. Governing Law. This Patent Agreement shall be governed by and construed in accordance with the laws of the State of Delaware, without regard to the choice-of-laws or conflicts-of-laws provisions thereof. Each party hereto agrees that any Proceeding relating to this Patent Agreement shall be brought solely in the Court of Chancery in and for New Castle County in the State of Delaware (or, if subject matter jurisdiction in that court is not available, in any appropriate state or federal courts in New Castle County, Delaware) and all objections to

personal jurisdiction and venue in any Proceeding so commenced are hereby expressly waived by the parties hereto. The parties waive personal service of any and all process on each of them and Consent that all such service of process shall be made in the manner, to the party and at the address set forth in Section 9.3 of the Agreement, and service so made shall be complete as stated in such Section. The parties expressly acknowledge the notice and service of process to Assignor for each of them in accordance with Section 9.3 of the Agreement and this Section 6. EACH OF THE PARTIES HERETO IRREVOCABLY WAIVES ANY AND ALL RIGHTS IT MAY HAVE TO DEMAND THAT ANY ACTION, PROCEEDING OR COUNTERCLAIM ARISING OUT OF OR IN ANY WAY RELATED TO THIS AGREEMENT OR THE RELATIONSHIPS OF THE PARTIES HERETO BE TRIED BY JURY. THIS WAIVER EXTENDS TO ANY AND ALL RIGHTS TO DEMAND A TRIAL BY JURY ARISING FROM ANY SOURCE, INCLUDING THE CONSTITUTION OF THE UNITED STATES OR ANY STATE THEREIN, COMMON LAW OR ANY APPLICABLE LAW. EACH PARTY HERETO ACKNOWLEDGES THAT IT IS KNOWINGLY AND VOLUNTARILY WAIVING ITS RIGHT TO DEMAND A TRIAL BY JURY.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Assignor has duly executed and delivered this Trademark Assignment as of the date first above written.

ASSIGNOR:

CREATIVE PETWORKS LLC

By: Carrie Van Wert

Carrie Van Wert, President

AGREED TO AND ACCEPTED:

ASSIGNEE:

WORLDWISE, INC.

By: _____

Kevin Fick, Chief Executive Officer

IN WITNESS WHEREOF, Assignor has duly executed and delivered this Trademark Assignment as of the date first above written.

ASSIGNOR:

CREATIVE PETWORKS LLC

By: _____

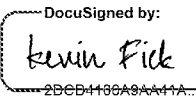
Carrie Van Wert, President

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AGREED TO AND ACCEPTED:

ASSIGNEE:

WORLDWISE, INC.

By:  _____
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Kevin Fick, Chief Executive Officer

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