

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM730566

<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>
BARK N PURR TRADING COMPANY LIMITED		05/18/2022	Private Limited Company: HONG KONG
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	PURPOSE PET FOOD LLC		
<b>Street Address:</b>	300 Main Street, Suite 21 #563		
<b>City:</b>	Madison		
<b>State/Country:</b>	NEW JERSEY		
<b>Postal Code:</b>	07940		
<b>Entity Type:</b>	Limited Liability Company: NEW JERSEY		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	5797070	PURPOSE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	4142335000		
<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>	4142732100		
<b>Email:</b>	melissa.nace@huschblackwell.com		
<b>Correspondent Name:</b>	Husch Blackwell LLP		
<b>Address Line 1:</b>	511 North Broadway, Suite 1100		
<b>Address Line 2:</b>	Attn: Melissa Nace		
<b>Address Line 4:</b>	Milwaukee, WISCONSIN 53202		
<b>ATTORNEY DOCKET NUMBER:</b>	558132-1		
<b>NAME OF SUBMITTER:</b>	Melissa Nace		
<b>SIGNATURE:</b>	/Melissa Nace/		
<b>DATE SIGNED:</b>	05/26/2022		
<b>Total Attachments: 17</b>			
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Dated the 18<sup>th</sup> day of May 2022

(1) Bark N Purr Trading Company Limited

AND

(2) Purpose Pet Food LLC

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DEED OF ASSIGNMENT OF TRADE MARKS

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Kenneth Chong Law Office

THIS DEED OF ASSIGNMENT is made the 18<sup>th</sup> day of May 2022

BETWEEN:

- (1) **BARK N PURR TRADING COMPANY LIMITED** (Company Number 1938459), a private company limited by shares incorporated under the laws of Hong Kong and whose registered office is at Room 3, Block B, 10<sup>th</sup> Floor, Texaco Road Industrial Centre, 14-22 Wang Lung Street, Tsuen Wan, New Territories, Hong Kong (the "Assignor"); and
- (2) **PURPOSE PET FOOD LLC** (Identification Number 0450774781), a domestic limited liability company incorporated under New Jersey State Law and whose registered office is at 300 Main Street, Suite 21 #563, Madison, New Jersey 07940, The United States of America (the "Assignee").

each of the Assignor and Assignee being a "Party" and together, the "Parties".

#### RECITALS

The Assignor owns the Trade Marks and has agreed to assign them to the Assignee.

NOW THIS DEED WITNESSES as follows:

#### 1. DEFINITIONS AND INTERPRETATION

- 1.1 In this Assignment the following expressions, except the context otherwise requires, shall have the following meanings:

"**Business Day**" means any day (other than Saturday, Sunday and public holidays in Hong Kong) on which licensed banks in Hong Kong are generally open to the public in Hong Kong;

"**Goodwill**" means the goodwill and reputation of, in relation to and incidental to the business symbolised by the Trade Marks;

"**HKS**" means the lawful currency of Hong Kong

"**Hong Kong**" means the Hong Kong Special Administrative Region of the People's Republic of China; and

"**Trade Marks**" means the registered trade marks set out in Schedule I.

- 1.2 The expressions "Assignor" and "Assignee" shall, where the context permits, include their respective personal representatives of the estate, successors and permitted assigns and any person.

- 1.3 References in this Deed of Assignment to any law, ordinance, regulation and rule shall (except where the context otherwise requires) be construed or deemed to include any re-enactment thereof or any amendment, replacement or modification thereof having substantially the same legal effect but not having retrospective effect.

- 1.4 Unless the context otherwise requires: words importing the singular shall include the plural and vice versa; words importing persons shall include corporations and unincorporated associations and vice versa; and words importing the masculine gender shall include the feminine gender and the neuter gender and vice versa.

- 1.5 Where it is necessary for the true construction or interpretation of any provision herein so that the liability or obligation of any of the parties hereto shall continue after the termination of this Deed of Assignment, such provision shall survive the termination of this Deed of Assignment.
- 1.6 Unless otherwise stated, references to clauses, paragraph and Schedules shall be construed as references to the clauses and paragraphs of and the Schedules to this Deed of Assignment. Clause headings are inserted for convenience or reference only and shall be ignored in the interpretation and construction of this Deed of Assignment.

## **2. ASSIGNMENTS**

- 2.1 In consideration of the payment by the Assignee to the Assignor of the sum of HK\$1.00, which is considered as good and valuable consideration (receipt and sufficiency of which is hereby acknowledged), the Assignor hereby irrevocably assigns, transfers, conveys, delivers and grants to the Assignee all of the Assignor's right, title, ownership, benefits and interest of whatever kind in and to the Trade Marks, together with the Goodwill absolutely, together with (i) all income, royalties, and damages hereafter due or payable to the Assignor with respect to the Trade Marks, including without limitation, the payments for past or future infringements and misappropriations of the Trade Marks; and (ii) all rights to sue for past, present, and future infringements or misappropriations of the Trade Marks.
- 2.2 Upon the signing of this Deed of Assignment, the Assignor:
- 2.2.1 shall surrender all of its rights, title, ownership, benefit and interest in relation to the Trade Marks and the Goodwill; and
- 2.2.2 shall not use or exercise any of its prior rights in the Trade Marks or execute any instrument or grant or transfer any rights, title or interests in relation to the Trade Marks or the Goodwill or represent to any third parties that it is the owner of the Trade Marks or take any action inconsistent with or prejudicial to the rights, title, interests in relation to the Goodwill.
- 2.3 The Assignor hereby grants to the Assignee an exclusive, unconditional, irrevocable and royalty-free license to use the Trade Marks until the expiry of the earlier of (i) the completion of the registration of the Assignee as the registered owner of the Trade Marks; or (ii) the expiry of the registration validity period for the Trade Marks.

## **3. REGISTRATION AND FURTHER ACTIONS**

- 3.1 The Assignor will at the request of the Assignee do all acts and execute all documents, give all necessary notices and make all necessary filing and/or register any documents with any applicable authorities and procure the execution of any documents and the deposing to or swearing of any declaration or oaths reasonably necessary or desirable for vesting absolutely all rights, title and interest in and to the Trade Marks and the Goodwill in favour of the Assignee and for conferring on the Assignee's rights of action in relation to any infringement of any right, title and interest in the Trade Marks and the Goodwill at or prior to the effective date of this Deed and render all assistance reasonably required by the Assignee and pending the dating, executing and making of such acts, documents, declarations, oaths and things the Assignor shall hold the legal estate in the Trade Marks and the Goodwill on trust for the Assignee.

3.2 Pending recordal of the Assignee as the registered proprietor of the Trade Marks at the relevant local trade marks registries, the Assignor agrees to lend its name to any proceedings for infringement of the Trade Marks, and the Assignee agrees to indemnify the Assignor for all costs and other liabilities incurred by the Assignor arising directly out of such proceedings.

4. **REPRESENTATIONS, WARRANTIES AND INDEMNITY**

4.1 The Assignor represents and warrants that as at the date hereof:

- 4.1.1 it shall have the full right to assign, convey, transfer and grant the entire right, ownership, title and interest in relation to the Trade Marks and the Goodwill to the Assignee;
- 4.1.2 the Trade Marks (including the Goodwill) are not subject to any third party's rights, whether legal or beneficial, which would in any way prejudice or defeat or affect or potentially prejudice or defeat or affect the effectiveness or legality of this Deed of Assignment;
- 4.1.3 the Assignor has never appointed any third party to be the registered user of any of the Trade Marks;
- 4.1.4 the Assignor is unaware of any infringement of the registration of any of the Trade Marks or any reason why any registration may be capable of being expunged from the register for any reason whatsoever; and
- 4.1.5 there are no circumstances known to the Assignor arising out of this Deed which would cause this Deed to be invalid.

4.2 The Assignor will indemnify the Assignee against all loss, damages and costs incurred by the Assignee arising directly from breach by the Assignor of clause 4.1, including any damages or other amounts paid in compromise or settlement of any such claim by the Assignee following legal advice and consultation with the Assignor. At the Assignee's request and at the Assignor's expense, the Assignor will provide assistance to enable the Assignee to resist any action, claim or proceeding brought against the Assignee as a consequence of any such breach.

5. **EFFECTIVE DATE**

This Deed of Assignment shall take effect on the date hereof.

6. **VARIATION**

No alteration to, or variation of, this Agreement shall be effective unless it is in writing and signed by or on behalf of all the Parties.

7. **SEVERABILITY**

The illegality, invalidity or unenforceability of any part of this Deed of Assignment shall not affect the legality, validity or enforceability of any other part.

8. **NOTICES**

Notices under this Deed of Assignment shall be in writing and sent to the persons and addresses as agreed by the Parties from time to time. They may be given, and will be deemed received:

- 8.1 by post: two Business Days after posting;
- 8.2 by airmail: seven Business Days after posting;
- 8.3 by hand: on delivery;
- 8.4 by facsimile: on receipt of a successful transmission report from the correct number; and
- 8.5 by e-mail: on receipt of a delivery or read return mail from the correct address.

9. **WAIVER**

No delay, act or omission by either Party in exercising any right or remedy shall be deemed a waiver of that, or any other, right or remedy.

10. **FURTHER ASSURANCE**

10.1 The Assignor agrees to execute, do, cause or procure to be executed and done all such other documents, instruments acts and things as the Assignee may reasonably require in order to perfect the rights, titles and interests of the Assignee to and in the subject matters of this Deed of Assignment but at the costs and expenses of the Assignor.

10.2 Each Party hereby undertakes to the other that it will do all such acts and things and execute all such deeds and documents as may be necessary or desirable to carry into effect or to give legal effect to the provisions of this Deed of Assignment and the transactions hereby contemplated. Each party shall be responsible for its own costs in connection with this clause.

11. **SUCCESSION**

This Deed of Assignment shall be binding upon, and inure solely to the benefit of the Parties and their respective heirs, executors, administrators, successors and permitted assigns, and no other person shall acquire or have any right under or by virtue of this Deed of Assignment.

12. **COSTS AND EXPENSES**

Each Party shall bear his own legal costs and expenses of and incidental to the preparation, completion and execution of this Deed of Assignment and stamp duty, if any, or adjudication fee payable hereon shall be borne by the Parties equally.

13. **ENTIRE AGREEMENT**

This Deed and the Schedule hereto constitute the entire agreement between the Parties pertaining to the subject matter hereof and supersedes all prior or contemporaneous agreements, assignments, licensing arrangement, understandings and communications, whether written or oral.

14. **NO THIRD PARTY RIGHTS**

This Deed of Assignment does not and is not intended to confer any rights or remedies upon any person other than the Parties. A person who is not a party to this Deed of Assignment shall have no rights under the Contracts (Rights of Third Parties) Ordinance (Cap. 623) to enforce or enjoy the benefit of any of the terms of this Deed of Assignment.

15. **GOVERNING LAW AND JURISDICTION**

This Deed of Assignment shall be governed by and construed in all respects in accordance with the laws of Hong Kong. Each Party hereby irrevocably submits to the non-exclusive jurisdiction of the courts of Hong Kong as regards any claim, matter or proceedings arising under this Deed of Assignment but this Deed of Assignment may be enforced in any other courts of competent jurisdiction.

16. **COUNTERPARTS**


This Deed of Assignment may be executed in any number of counterparts, and by each Party on separate counterparts. Each counterpart is an original, but all counterparts shall together constitute one and the same instrument.



IN WITNESS whereof each of the Parties has duly executed this Deed of Assignment by its duly authorized signatory on the date set out at the beginning.

The COMMON SEAL of  
BARK N PURR TRADING COMPANY LIMITED  
was hereunto affixed  
in the presence of :-

)  
) For and on behalf of  
) Bark N Purr Trading Company Limited  
) 百 德 普 特 有 限 公 司  
)  
)  
) .....  
) Authorized Signature(s)

  
Company Secretary

The Company Seal of PURPOSE PET FOOD LLC  
was hereunto affixed  
in the presence of :-

)  
)  
)

  
DIRECTOR

SCHEDULE I

TRADE MARKS

Printout of the official online Trade Mark Record of the Trade Mark in the United States of  
America

For assistance with TSDR, email [teas@uspto.gov](mailto:teas@uspto.gov) and include your serial number, the document you are looking for, and a screenshot of any error messages you have received.

**Processing Wait Times:** Please note that due to an extraordinary surge in applications, processing times are longer than usual. See [current trademark processing wait times](#) for more information.

**Downloading files:** Bundle document downloads in ZIP format are temporarily unavailable in TSDR. Instead, you must download individual documents by opening the document in your browser and selecting "Download PDF" in the upper right corner. You can still [use the TSDR API](#) to download document bundles.

STATUS

DOCUMENTS

MAINTENANCE

[Back to Search](#)

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Generated on: This page was generated by TSDR on 2022-04-19 02:50:41 EDT

Mark: PURPOSE

# PURPOSE

US Serial Number: 87873055

Application Filing Date: Apr. 11, 2018

US Registration Number: 5797070

Registration Date: Jul. 09, 2019

Filed as TEAS Plus: Yes

Currently TEAS Plus: Yes

Register: Principal

Mark Type: Trademark

TM5 Common Status

Descriptor:



LIVE/REGISTRATION/Issued and Active

The trademark application has been registered with the

Status: Registered. The registration date is used to determine when post-registration maintenance documents

Status Date: Jul. 09, 2019

Publication Date: Apr. 23, 2019

## Mark Information

Mark Literal Elements: PURPOSE

Standard Character Claim: Yes. The mark consists of standard characters without claim to any particular font style, size, or color.

Mark Drawing Type: 4 - STANDARD CHARACTER MARK

## Goods and Services

### Note:

The following symbols indicate that the registrant/owner has amended the goods/services:

- Brackets [ ] indicate deleted goods/services;
- Double parenthesis ((.)) identify any goods/services not claimed in a Section 15 affidavit of incontestability; and
- Asterisks \*. \* identify additional (new) wording in the goods/services.

For: Pet food; Pet treats

International Class(es): 031 - Primary Class

U.S Class(es): 001, 046

Class Status: ACTIVE

Basis: 1(a)

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First Use: Mar. 01, 2014

Use In Commerce: Mar. 01, 2014

**Basis Information (Case Level)**

Filed Use: Yes

Currently Use: Yes

Filed ITU: No

Currently ITU: No

Filed 44D: No

Currently 44E: No

Filed 44E: No

Currently 66A: No

Filed 66A: No

Currently No Basis: No

Filed No Basis: No

**Current Owner(s) Information**

Owner Name: BARK N PURR TRADING COMPANY LIMITED

Owner Address: ROOM 02, 10/F, BLOCK B, TEXACO ROAD  
INDUSTRIAL, CENTRE, 14-22 WANG LUNG  
TSUEN WAN HONG KONG

Legal Entity Type: PRIVATE LIMITED COMPANY

State or Country Where Organized: HONG KONG

**Attorney/Correspondence Information****Attorney of Record**

Attorney Name: Vincent LoTempio

Attorney Primary Email [vglotempio@klosslaw.com](mailto:vglotempio@klosslaw.com)  
Address:

Attorney Email Authorized: Yes

**Correspondent**Correspondent VINCENT LOTEMPPIO  
Name/Address: KLOSS, STENGER & LOTEMPPIO  
9545 MAIN STREET  
CLARENCE, NEW YORK UNITED STATES 14031

Phone: 716-853-1111

Correspondent e-mail: [vglotempio@klosslaw.com](mailto:vglotempio@klosslaw.com)  
[emgornley@klosslaw.com](mailto:emgornley@klosslaw.com)  
[ipclerk@klosslaw.com](mailto:ipclerk@klosslaw.com)Correspondent e-mail Yes  
Authorized:

Domestic Representative - Not Found

**Prosecution History**

Date	Description	Proceeding Number
Jan. 12, 2022	AUTOMATIC UPDATE OF ASSIGNMENT OF OWNERSHIP	
Jul. 09, 2019	REGISTERED-PRINCIPAL REGISTER	
Apr. 23, 2019	OFFICIAL GAZETTE PUBLICATION CONFIRMATION E-MAILED	
Apr. 23, 2019	PUBLISHED FOR OPPOSITION	
Apr. 03, 2019	NOTIFICATION OF NOTICE OF PUBLICATION E-MAILED	
Mar. 18, 2019	ASSIGNED TO LIE	68171
Feb. 22, 2019	APPROVED FOR PUB - PRINCIPAL REGISTER	

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Sep. 18, 2018	NOTIFICATION OF FINAL REFUSAL EMAILED	
Sep. 18, 2018	FINAL REFUSAL E-MAILED	
Sep. 18, 2018	FINAL REFUSAL WRITTEN	92457
Aug. 18, 2018	TEAS/EMAIL CORRESPONDENCE ENTERED	88889
Aug. 17, 2018	CORRESPONDENCE RECEIVED IN LAW OFFICE	88889
Aug. 17, 2018	TEAS RESPONSE TO OFFICE ACTION RECEIVED	
Jul. 31, 2018	NOTIFICATION OF NON-FINAL ACTION E-MAILED	6325
Jul. 31, 2018	NON-FINAL ACTION E-MAILED	6325
Jul. 31, 2018	NON-FINAL ACTION WRITTEN	92457
Jul. 30, 2018	ASSIGNED TO EXAMINER	92457
Apr. 20, 2018	NEW APPLICATION OFFICE SUPPLIED DATA ENTERED IN TRAM	
Apr. 14, 2018	NEW APPLICATION ENTERED IN TRAM	

### TM Staff and Location Information

TM Staff Information - None

#### File Location

Current Location: PUBLICATION AND ISSUE SECTION

Date in Location: Jul. 09, 2019

### Assignment Abstract Of Title Information

### Proceedings

# United States of America

United States Patent and Trademark Office

## PURPOSE

**Reg. No. 5,797,070**

**Registered Jul. 09, 2019**

**Int. Cl.: 31**

**Trademark**

**Principal Register**

Purpose Pet Food LLC (NEW YORK LIMITED LIABILITY COMPANY)  
244 Fifth Avenue, Suite #d159  
New York, NEW YORK 10001

CLASS 31: Pet food; Pet treats

FIRST USE 3-1-2014; IN COMMERCE 3-1-2014

THE MARK CONSISTS OF STANDARD CHARACTERS WITHOUT CLAIM TO ANY PARTICULAR FONT STYLE, SIZE OR COLOR.

SER. NO. 87-873,055, FILED 04-11-2018



*Andrew L. Karp*

Director of the United States  
Patent and Trademark Office