

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM735030

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
SPORTPET DESIGNS, INC.		06/11/2021	Corporation: WISCONSIN
RECEIVING PARTY DATA			
Name:	SPORTPET DESIGNS LLC		
Street Address:	1501 Paramount Drive		
Internal Address:	Stop 7		
City:	Waukesha		
State/Country:	WISCONSIN		
Postal Code:	53186		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	6503362	FROZEN FEEDING	
CORRESPONDENCE DATA			
Fax Number:	4142770656		
<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:	4142716560		
Email:	mkeipdocket@michaelbest.com, hkmiyake@michaelbest.com		
Correspondent Name:	Michael Best & Friedrich LLP		
Address Line 1:	790 N. Water Street, Suite 2500		
Address Line 4:	Milwaukee, WISCONSIN 53202		
NAME OF SUBMITTER:	Kim Miyake		
SIGNATURE:	/Kim Miyake/		
DATE SIGNED:	06/15/2022		
Total Attachments: 8			
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ASSIGNMENT OF TRADEMARKS

This Assignment of Trademarks (this “**Assignment**”) is being delivered as of June 11, 2021, by SPORTPET DESIGNS, INC., a Wisconsin corporation (“**Assignor**”), to SPORTPET DESIGNS LLC, a Delaware limited liability company (“**Assignee**”), pursuant to the Asset Purchase and Contribution Agreement, dated as of June 11, 2021 (the “**Purchase Agreement**”), by and among Assignor, Assignee and the other parties identified therein. Capitalized terms used and not otherwise defined herein have the meanings ascribed to such terms in the Purchase Agreement.

Assignor, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, does hereby irrevocably assign, transfer and convey unto Assignee, its successors and assigns, free and clear of all liens, claims, encumbrances, restrictions and limitations, (i) all right, title and interest, in perpetuity, whether now known or hereafter created, throughout the universe, in and to all of the trademarks, trade dress, service marks and trade names listed on Schedule A annexed hereto, including the trademark applications and registrations identified thereon and together with any and all renewals and extensions thereof, along with any and all proprietary or other rights in any or all of such trademarks, trade dress, service marks and trade names, and (ii) all of Assignor’s rights, title and interest, in perpetuity, whether now known or hereafter created, throughout the universe, in and to any and all other trademarks, trade dress, service marks and trade names, whether registered or unregistered, in which Assignor possesses any rights and/or ownership interests (collectively, (i) and (ii), the “**Trademarks**”), together with all goodwill attendant to and/or symbolized by all such Trademarks, along with (to the fullest extent permitted by law) any and all claims for past infringement, and the right to initiate suit and obtain damages and other forms of relief, both legal and equitable, arising from infringement, misappropriation or other violation, whether prior to or subsequent to the date hereof, of any of such Trademarks, or of any proprietary or other rights in any or all such Trademarks.

TO HAVE AND TO HOLD the aforementioned properties, assets and rights unto Assignee, its successors and assigns, to and for its use forever.

Assignor shall promptly, upon the request of Assignee and/or any of its successors and assigns, execute such other documents and/or instruments of assignment, transfer and conveyance as Assignee and/or its successors and assigns may reasonably request to permit Assignee or its successors or assigns to record the assignment covered by this Assignment or any other documents which Assignee, or any of its successors or assigns, may reasonably deem necessary, appropriate or desirable to evidence or effectuate the terms or intent of this Assignment. Without limiting the foregoing, Assignor hereby irrevocably appoints Assignee and each of Assignee’s successors and assigns, and each of the officers of any of them, signing singly, as attorney-in-fact with full power (and coupled with an interest), with full power of substitution, to be the true and lawful attorney of such Assignor, in the name, place and stead of such Assignor, to execute, acknowledge, swear to and file all documents (including but not limited to any instruments of assignment, transfer and/or conveyance) and to take all actions which Assignee deems necessary, appropriate or desirable to evidence or effectuate the intent of this Assignment.

This Assignment shall be governed by, and construed in accordance with, the laws of the State of Delaware without reference to the choice of law principles thereof that would result in the

application of the substantive laws of another jurisdiction.

This Assignment may be executed in one or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument. Execution and delivery of this Assignment by delivery of a facsimile or electronically recorded copy (including a .pdf file) bearing a copy of the signature of a party shall constitute a valid and binding execution and delivery of this Assignment by such party. Such copies shall constitute enforceable original documents.

[remainder of page intentionally left blank; signature pages follow]

IN WITNESS WHEREOF, Assignor has caused this Assignment to be duly executed as of the date first written above.

SPORTPET DESIGNS, INC.

By: Adam Kellogg
Name: Adam Kellogg
Title: President

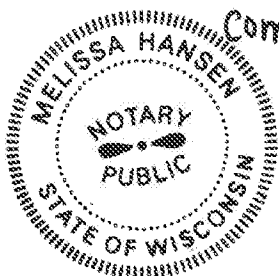
ACKNOWLEDGEMENT

State of Wisconsin)
County of Waukesha) ss:

On the 11 day of June in the year 2021, before me, the undersigned, personally appeared Adam Kellogg personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her official capacity, and that, by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Melissa Hansen
Notary Public

Comm. Expires: 08-14-21



[Signature Page to Assignment of Trademarks]

Acknowledged and Accepted by Assignee:

SPORTPET DESIGNS LLC

By: Ojas Vahia
Name: Ojas Vahia
Title: Vice President

ACKNOWLEDGEMENT

State of New York)
) ss:
County of Westchester)

On the 10 day of June in the year 2021, before me, the undersigned, personally appeared Ojas Vahia personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her official capacity, and that, by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Erika W. Guerrero
Notary Public

ERIKA W. GUERRERO
Notary Public, State of New York
Reg. No. 01GU6332694
Qualified in Westchester County
Commission Expires November 9, 2023

[Signature Page to Assignment of Trademarks]

Schedule A

USA Trademarks		
Mark	Reg./App. Date	App./ Reg. No.
ALUMA SHIELD	Filed: February 2, 1999 Registered: January 2, 2001	RN: 2418244 SN: 75631732
BAJER	Filed: September 30, 1998 Registered: March 21, 2000	RN: 2331442 SN: 75562024
C B PETS	Abandoned - Failure to Respond, October 10, 2019 Filed: December 7, 2018	SN: 88221276
CATIVITY	Filed: May 27, 2010 Registered: April 19, 2011	RN: 3949283 SN: 85049448
CHESAPEAKE BAY	Abandoned - Failure to Respond, August 3, 2020 Filed: April 1, 2019	SN: 88366748
CHESAPEAKE BAY & Design	Filed: January 22, 2015 Registered: November 3, 2015	RN: 4847909 SN: 86511343
CHESAPEAKE BAY & Design	Filed: August 30, 2005 Registered: December 11, 2007	RN: 3353605 SN: 78703203
CHEW KING	Filed: March 4, 2016 Registered: December 13, 2016	RN: 5101994 SN: 86928853
CHEW KING & Design	Filed: March 29, 2018 Registered: September 11, 2018	RN: 5561202 SN: 87855984
CHILL FILL	Filed: May 20, 2020 Registered: April 13, 2021	RN: 6324147 SN: 88924707
COTTONTREND	Filed: May 26, 1999 Registered: February 13, 2001	RN: 2428919 SN: 75713994
DOCTOR CHEW	Abandoned - Failure to Respond, April 14, 2016 Filed: September 1, 2015	SN: 86744121
DR. CHEW	Abandoned - Failure to Respond, January 12, 2016 Filed: April 1, 2015	SN: 86584312
EASYFIT	Filed: May 26, 1999 Registered: February 20, 2001	RN: 2430452 SN: 75713993
EZ FOLDER LAUNDRY HAMPER	Filed: December 12, 2014 Registered: October 6, 2015	RN: 4825593 SN: 86479157
FETCH KING	Filed: July 21, 2016 Registered: October 17, 2017	RN: 5312816 SN: 87111841
FILO	Abandoned - No Statement of Use, October 26, 2020 Filed: April 9, 2019	SN: 88378234
FILO	Filed: March 30, 2017 Registered: July 30, 2019	RN: 5822252 SN: 87391908
FROZEN FEEDING	Allowed - Intent to Use Statement of Use - Non-Final Refusal Mailed, March 11, 2021 Filed: May 20, 2020	SN: 88924715
HUNTSMAN	Abandoned - After TTAB Proceeding, January 29, 2020 Filed: January 24, 2018	SN: 87767840
HUNTSMAN	Abandoned - After TTAB Proceeding, January 18, 2020 Filed: May 2, 2018	SN: 87904497
HUNTSMAN & Design	Abandoned - After TTAB Proceeding, January 18, 2020 Filed: May 2, 2018	SN: 87904511
HUNTSMAN & Design	Abandoned - After TTAB Proceeding, January 18, 2020 Filed: May 2, 2018	SN: 87904516
K-9 TOUGH & Design	Filed: June 30, 2009 Registered: October 5, 2010	RN: 3857919 SN: 77771444

KITTY CITY	Filed: August 21, 2008 Registered: August 4, 2009	RN: 3664886 SN: 77552579
KITTY CITY	Filed: February 14, 2018 Registered: October 30, 2018	RN: 5594533 SN: 87797812
KITTY CITY & Design	Filed: March 29, 2018 Registered: October 16, 2018	RN: 5586230 SN: 87855972
KWIK SIFT	Abandoned - No Statement of Use, February 16, 2015 Filed: December 16, 2010	SN: 85199456
LITTER QUICK	Filed: January 22, 2010 Registered: February 15, 2011	RN: 3921013 SN: 77917647
MADISON APPLIANCE	Abandoned - Failure to Respond, December 14, 2018 Filed: January 25, 2018	SN: 87770556
MY HUNTSMAN PRODUCTS	Abandoned - Failure to Respond, January 13, 2020 Filed: April 1, 2019	SN: 88366757
PERFECTFIT	Filed: May 26, 1999 Registered: July 20, 2004	RN: 2865340 SN: 75713995
PET NET	Filed: February 8, 1988 Registered: November 15, 1988	RN: 1512738 SN: 73710087
PET RX	Filed: April 1, 2015 Registered: March 7, 2017	RN: 5156727 SN: 86584317
PET RX	Filed: August 10, 2016 Registered: October 24, 2017	RN: 5318250 SN: 87133904
PETMAX	Abandoned - No Statement of Use, July 31, 2017 Filed: August 27, 2015	SN: 86739368
PETS AT HOME	Abandoned - Failure to Respond, October 10, 2019 Filed: November 28, 2018	SN: 88209165
PETS@HOME	Abandoned - Failure to Respond, October 10, 2019 Filed: November 28, 2018	SN: 88209157
PFF PET FRIENDS FOREVER	Abandoned - Failure to Respond, April 14, 2016 Filed: June 8, 2015	SN: 86655166
PLAY KING	Filed: July 21, 2016 Registered: October 17, 2017	RN: 5312817 SN: 87111847
POP CRATE	Filed: May 28, 2013 Registered: April 15, 2014	RN: 4516624 SN: 85943782
POP OPEN	Filed: October 9, 1998 Registered: September 7, 1999	RN: 2276917 SN: 75568363
POP UP 2 WAY HAMPER	Filed: December 12, 2014 Registered: October 20, 2015	RN: 4838639 SN: 86479149
POP-UPS!	Filed: April 17, 1997 Registered: August 24, 1999	RN: 2271373 SN: 75283735
PRIME PETS LIMITED	Abandoned - Express, December 7, 2018 Filed: November 19, 2018	SN: 88199099
PRIME PETS UNLIMITED	Abandoned - Express, December 7, 2018 Filed: November 19, 2018	SN: 88199071
PRIME PET'S UNLIMITED	Abandoned - Express, December 7, 2018 Filed: November 19, 2018	SN: 88199018
QUICK SIFT	Filed: December 16, 2010 Registered: January 6, 2015	RN: 4667820 SN: 85199451
RUBBER BELLIES	Filed: March 11, 2016 Registered: February 14, 2017	RN: 5143288 SN: 86937173
RUBBER BELLY'S	Abandoned - No Statement of Use, May 8, 2017 Filed: March 11, 2016	SN: 86937179
SCRATCHNIP	Abandoned - No Statement of Use, February 14, 2011 Filed: June 8, 2009	SN: 77754362
SCRATCHNIPS	Cancelled - Sec. 8, April 21, 2017 Filed: June 8, 2009	RN: 3848679 SN: 77754358

	Registered: September 14, 2010	
SOFT LAUNDRY	Filed: July 14, 1998 Registered: September 11, 2001	RN: 2488071 SN: 75518637
SP & Design	Published: April 13, 2021 Filed: October 12, 2020	SN: 90249323
SPORT PET & Design	Cancelled - Sec. 7(D), June 20, 2020 Filed: March 29, 2018 Registered: September 11, 2018	RN: 5561204 SN: 87856002
SPORT PET DESIGNS	Filed: April 1, 2004 Registered: January 30, 2007	RN: 3204404 SN: 78394912
SPORT PET DESIGNS & Design	Filed: March 29, 2018 Registered: September 11, 2018	RN: 5561203 SN: 87855992
SPORTPET DESIGNS	Filed: February 14, 2018 Registered: September 11, 2018	RN: 5561127 SN: 87797818
THE CHEW DOCTORS	Abandoned - Failure to Respond, September 22, 2016 Filed: November 2, 2015	SN: 86806146
TRAVEL MASTER	Filed: December 17, 2015 Registered: July 12, 2016	RN: 4998255 SN: 86852116
TREAT KING	Filed: July 21, 2016 Registered: October 17, 2017	RN: 5312818 SN: 87111851
TUG KING	Filed: July 21, 2016 Registered: October 17, 2017	RN: 5312819 SN: 87111854

Foreign Trademarks			
Mark	Country	Reg. Date	Appl./ Reg. No.
HUNTSMAN	China	October 7, 2020	RN: 32439081A AN: 32439081A
HUNTSMAN & Design	China	November 28, 2020	RN: 32483773A AN: 32483773A
HUNTSMAN & Design	China	N/A	AN: 32439081
HUNTSMAN & Design	China	N/A	AN: 32457977
HUNTSMAN & Design	China	N/A	AN: 32474962
HUNTSMAN & Design	China	N/A	AN: 32483773
HUNTSMAN HANDBAGS & Design	China	November 21, 2020	RN: 32464713A AN: 32464713A
HUNTSMAN HANDBAGS & Design	China	N/A	AN: 32471842
HUNTSMAN HANDBAGS & Design	China	N/A	AN: 32464713
KITTY CITY	China	January 14, 2012	RN: 8481624 AN: 8481624
KITTY CITY & Design	China	March 14, 2019	RN: 31411232 AN: 31411232
KITTY CITY & Design	China	March 7, 2019	RN: 31420224 AN: 31420224
KITTY CITY & Design	China	March 14, 2019	RN: 31407264 AN: 31407264
KITTY CITY & Design	China	March 14, 2019	RN: 31400716 AN: 31400716
KITTY CITY & Design	China	March 14, 2019	RN: 31411240 AN: 31411240
KITTY CITY (Stylized)	China	August 21, 2019	RN: 35548163 AN: 35548163
KITTY CITY (Stylized)	China	August 21, 2019	RN: 35528339 AN: 35528339

KITTY CITY (Stylized)	China	August 21, 2019	RN: 35533737 AN: 35533737
KITTY CITY (Stylized)	China	August 21, 2019	RN: 35539143 AN: 35539143
KITTY CITY (Stylized)	China	April 14, 2020	RN: 40658237 AN: 40658237
KITTY CITY (Stylized)	China	August 21, 2019	RN: 35549347 AN: 35549347
LITTER QUICK	China	July 28, 2011	RN: 8481625 AN: 8481625
SPORT PET DESIGNS	China	January 14, 2012	RN: 8481641 AN: 8481641
SPORT PET DESIGNS	China	July 28, 2011	RN: 8481622 AN: 8481622
SPORT PET DESIGNS	China	July 28, 2011	RN: 8481623 AN: 8481623
SPORT PET DESIGNS & Design	China	March 14, 2019	RN: 31416870 AN: 31416870
SPORT PET DESIGNS & Design	China	March 14, 2019	RN: 31420476 AN: 31420476
SPORT PET DESIGNS & Design	China	April 21, 2019	RN: 31396806 AN: 31396806
SPORTPET DESIGNS	China	April 21, 2019	RN: 31411222 AN: 31411222
SPORTPET DESIGNS	China	April 14, 2020	RN: 40665892 AN: 40665892
SPORTPET DESIGNS	China	March 7, 2019	RN: 31397559 AN: 31397559
SPORTPET DESIGNS	China	March 7, 2019	RN: 31397166 AN: 31397166
KITTY CITY	European Union	November 12, 2010	RN: 009187551 AN: 009187551
SPORTPET DESIGNS	European Union	November 12, 2010	RN: 009187519 AN: 009187519
SPORT PET & Design	Japan	July 3, 2009	RN: 5243611 AN: 2008-089738