

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM739276

SUBMISSION TYPE:	RESUBMISSION		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
RESUBMIT DOCUMENT ID:	900686011		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
PetExec Inc.		03/18/2022	Corporation: COLORADO
RECEIVING PARTY DATA			
Name:	Kinship Partners, Inc.		
Street Address:	440 Park Avenue South, 5th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10016		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Serial Number:	97278435	PETEXEC	
Serial Number:	97278441		
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>			
Email:	mars.us.mp@effem.com		
Correspondent Name:	Mars, Incorporated		
Address Line 1:	930 W Evergreen Avenue		
Address Line 2:	Mars Goose Island		
Address Line 4:	CHICAGO, ILLINOIS 60642		
ATTORNEY DOCKET NUMBER:	PET-KINSHIP		
NAME OF SUBMITTER:	Wendy Collie		
SIGNATURE:	/Wendy Collie/		
DATE SIGNED:	07/06/2022		
Total Attachments: 5			
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TRADEMARK ASSIGNMENT AGREEMENT

March 18, 2022

THIS TRADEMARK ASSIGNMENT AGREEMENT (“*Trademark Assignment*”) is executed to be effective the 18 day of March, 2022, between PetExec Inc., a Colorado corporation, located and doing business at 1811 N. Estrada Mesa, Arizona 85207 (“*Assignor*”), and Kinship Partners, Inc., a Delaware corporation, having a mailing address at 440 Park Avenue South, 5th Floor, New York, New York 10016 (“*Assignee*”). All capitalized terms used in this Assignment but not otherwise defined herein are given the meanings set forth in that certain Asset Purchase Agreement, dated of even date hereof, by and among Assignor, Assignee, Paul J. Naro, and Paula Lynn Mosteller (the “*Purchase Agreement*”).

WHEREAS, Assignor is the owner of the trademarks identified on Schedule A hereto (the “*Trademarks*”);

WHEREAS, pursuant to the Purchase Agreement, Assignee is purchasing substantially all the assets of Assignor; and

WHEREAS, as part of the foregoing, Assignee and Assignor desire to have the Trademarks be assigned from Assignor to Assignee.

NOW, THEREFORE, in consideration of the foregoing, the sufficiency and receipt of which is hereby acknowledged, Assignor hereby assigns, transfers and conveys to Assignee, Assignor’s entire right, title and interest anywhere in the world, in and to, including any and all common law rights thereto, as well as the goodwill of the business symbolized by, the Trademarks, as well as any related trademark registrations, trade names, service marks, and/or trademark applications; together with all renewals thereof; all income, royalties, damages and payments now and hereafter due and/or payable with respect thereto, including, without limitation, damages and payments for past or future infringements thereof; and any and all United States and/or foreign trademark (or service mark) registrations which may be issued on same in the future.

Together with Assignor’s right, title and interest in and to each of the Trademarks anywhere in the world, as well as the goodwill of the business associated with said Trademarks being assigned to Assignee, are the rights to police, monitor and enforce said Trademarks against any and all past, current and future infringements (including, without limitation, the right to sue for and collect damages caused by any such infringement) which may have occurred at any time in the unlimited past, up to the date of this present Trademark Assignment Agreement, together with any and all further privileges in the United States and throughout the world to establish use, ownership, and registration of the Trademarks.

Assignor agrees to perform all affirmative acts which may be necessary or desirable to record or perfect the above-described transfer of Trademark rights, or to secure registration before the United States Patent and Trademark Office or any foreign trademark office, at Assignee’s expense, as well as to cooperate with Assignee in obtaining and/or providing information required in any proceedings relating to the Trademarks, again at Assignee’s expense.

Assignor further authorizes the Commissioner of Patents and Trademarks of the United States, and the appropriate official in any other country, to issue any and all trademark and service mark registrations, amended registrations and renewals that have been or may be granted upon any application or petition for same, to Assignee, and Assignee’s successors and/or assigns.

Assignor hereby grants to the designated attorneys of Assignee, the authority and power to insert on this instrument, any further identification which may be necessary or desirable for purposes of

recordation by the United States Patent and Trademark Office or the Trademark Office of any other country throughout the world.

Nothing in this Trademark Assignment shall limit either party's rights or obligations under the Purchase Agreement, and in the event of any conflict between any provision(s) of the Purchase Agreement and any provision(s) of this Trademark Assignment, the provision(s) of the Purchase Agreement shall control.

This Trademark Assignment Agreement may be executed in one or more counterparts (including electronically), each of which when executed shall be deemed to be an original, but all of which together shall constitute one and the same instrument.

(Signature page follows)

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

ASSIGNEE:

KINSHIP PARTNERS, INC.

DocuSigned by:

By: _____
Name: Timothy Hirsch
Its: Secretary

ASSIGNOR:

PETEXEC INC.

By: _____
Name: Paul J. Naro
Its: President

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ASSIGNEE:

KINSHIP PARTNERS, INC.

By: _____

Name: Timothy Hirsch

Its: Secretary

ASSIGNOR:

PETEXEC INC.

By:  _____

Name: Paul J. Naro

Its: President

SCHEDULE A

TRADEMARK REGISTRATIONS

1. Trademark Application Serial No. 97278435.
2. Trademark Application Serial No. 97278441.