

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM759061

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Michael Friedland		09/28/2022	INDIVIDUAL:
Pawz Dog Boots LLC		09/28/2022	Limited Liability Company: NEW YORK
RECEIVING PARTY DATA			
Name:	Sirius Pawz Opco, LLC		
Street Address:	20 Jay Street, Suite 902		
City:	Brooklyn		
State/Country:	NEW YORK		
Postal Code:	11201		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 10			
Property Type	Number	Word Mark	
Registration Number:	4418958	PROTEX PAWZ	
Registration Number:	3917438	PROTEX PAWZ	
Registration Number:	6054278	SANIPAW	
Registration Number:	4992307	MAX WAX	
Registration Number:	3869700	BEST IN SNOW	
Registration Number:	6201984	REMOVES THE STREET FROM YOUR DOG'S FEET	
Registration Number:	5280282	YOUR DOG'S GOOD HEALTH STARTS WITH CLEAN	
Registration Number:	4072923	1Z COAT	
Registration Number:	3894874	1Z	
Registration Number:	4415813	SAFESPOT	
CORRESPONDENCE DATA			
Fax Number:	2025339099		
<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:	3302081000		
Email:	iplaw@vorys.com		
Correspondent Name:	Mark A. Watkins		
Address Line 1:	P.O. Box 2255		

CH \$265.00 4418958

Address Line 4: Columbus, OHIO 43216-2255

ATTORNEY DOCKET NUMBER: 081833-02

NAME OF SUBMITTER: Mark A. Watkins

SIGNATURE: /Mark A. Watkins/

DATE SIGNED: 10/04/2022

Total Attachments: 13

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INTELLECTUAL PROPERTY ASSIGNMENT

This **INTELLECTUAL PROPERTY ASSIGNMENT** (this “Assignment”) is entered into as of September 28, 2022, by and among Michael Friedland (“Friedland”) and Pawz Dog Boots LLC, a New York limited liability company (“Company,” and collectively with Friedland, “Assignors”) and Sirius Pawz Opco, LLC, a Delaware limited liability company (“Buyer”).

WHEREAS, among others, Assignors and Buyer have entered into that certain Asset Purchase Agreement, dated as of the date hereof (the “Asset Purchase Agreement”);

WHEREAS, Assignors desire to sell, convey, transfer, assign and deliver to Buyer, and Buyer desires to purchase and acquire from Assignors, all of Assignors’ rights in and to certain Intellectual Property (as defined on Schedule A hereto) owned by Assignors; and

WHEREAS, all capitalized terms used and not otherwise defined herein shall have the meanings ascribed to them in the Asset Purchase Agreement.

NOW, THEREFORE, for valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignors and Buyer hereby agree as follows:

1. Assignors hereby irrevocably assign, sell, transfer, convey and deliver to Buyer, and Buyer hereby assumes and accepts, all of Assignors’ right, title and interest throughout the world in and to all Intellectual Property owned, or purported to be owned, in whole or part, by Assignors (including all Intellectual Property which an employee or other third party is obligated by contract, statute or otherwise to assign to Assignors as well as any rights derived from use of the Intellectual Property, either by itself or by licenses), including, without limitation, the following (collectively, the “Assigned Intellectual Property”), in each case, free and clear of any and all Encumbrances other than Permitted Encumbrances:

(a) all Patents (as defined on Schedule A) and Patent applications, including those set forth on Schedule B hereto, together with (i) all registrations and applications for the foregoing; and all rights to request, apply for, file and register patent rights in any of the foregoing; (ii) all provisional applications, continuation and continuation-in-part applications, continued prosecution applications, and substitute and divisional applications claiming the benefit of the filing date of or priority to the foregoing; all patents of addition of the foregoing; all continued examinations, re-examinations, inter partes review and post-grant review certificates of the foregoing; all amendments, reissues, and extensions of the foregoing; all divisional, validations, supplementary perfection certifications and extensions of the foregoing; all patents or patent applications that claim priority to or from the foregoing; and all inventions, filed or unfiled, whether or not claimed by any of the foregoing; (iii) all rights to claim priority to the foregoing under any of the International Convention for the Protection of Industrial Property, the Patent Cooperation Treaty, and applicable bilateral or multilateral treaties; (iv) all rights to request, apply for, file and register the foregoing; and (v) all patents issuing from any of the foregoing;

(b) all unregistered Trademarks (as defined on Schedule A) and all Trademark registrations and applications, including those set forth on Schedule C hereto, together with (i) all registrations and applications for the foregoing, and all common law rights in the

foregoing; (ii) all issuances, extensions and renewals of the foregoing; (iii) all rights to create new trademarks that incorporate the foregoing; (iv) all rights to request, apply for, file and register the foregoing; and (v) all the goodwill of the business connected with the use of and symbolized by the foregoing;

(c) all Copyrights (as defined on Schedule A), including all registrations and applications for the foregoing set forth on Schedule D hereto, and all common law rights in the foregoing, together with (i) all works based upon, derived from or incorporating the foregoing; (ii) all renewals, reissues and extensions of the foregoing; (iii) all rights to create new copyrights that derive from the foregoing; (iv) all rights to request, apply for, file and register the foregoing; and (v) all moral rights in the foregoing (collectively, the “Assigned Copyright Rights”). In the event a jurisdiction does not permit the assignment of all moral rights pursuant to the foregoing, Assignors hereby irrevocably waives and releases all of its moral rights it now has, or in the future may have, in the Assigned Copyright Rights in favor of Buyer;

(d) all domain names, including those set forth in Schedule E hereto (the “Assigned Domain Names”) (including the current registration thereof with the applicable registrar and any other rights Assignors may have in the Assigned Domain Names, including any goodwill associated therewith) as well as all social media accounts set forth in Schedule E hereto, in each case including any usernames, passwords, authorization codes necessary or other information necessary to access and/or transfer the Assigned Domain Names to Buyer;

(e) all (i) rights under which an employee, inventor, author or other person is obligated to assign ownership of any of the foregoing; (ii) registrations of, applications to register, and renewals of, any of the foregoing with or by any governmental authority in any jurisdiction throughout the world, and all other corresponding rights at common law or otherwise that are or may be secured under the laws of the United States or any state therein or any foreign country, now or hereafter in effect; (iii) all defenses relating to or arising from any of the foregoing, and all rights of action arising from the foregoing, including all claims for damages by reason of present, past and future infringement, misappropriation, dilution, violation, misuse or breach of contract in respect of the foregoing, and present, past and future rights to sue and collect damages or seek injunctive relief for any such infringement, misappropriation, violation, misuse or breach; and (iv) income, royalties and any other payments now and hereafter due and/or payable in respect of the foregoing; and

(f) all (i) documentation or other tangible embodiments that comprise, embody, disclose or describe any of the foregoing, including engineering drawings, technical documentation, databases, spreadsheets, business records, inventors’ notebooks, invention disclosures, digital files, software code embodied in media or firmware and (ii) files related to the prosecution or enforcement of any of the foregoing owned by Assignors, including such patent, trademark or copyright prosecution or enforcement files in the custody of Assignors’ outside legal counsel;

in each case of (a) – (f) above, to be held and enjoyed by Buyer for its own use and benefit and for its successors, legal representatives and assigns as the same would have been held as fully and entirely by Assignors had this assignment not been made.

2. Each Assignor hereby covenants and agrees that it shall upon the reasonable request and at the expense of Buyer execute and deliver any and all papers and do all lawful acts that may be necessary or desirable to correct, perfect and/or record Buyer's title to the Assigned Intellectual Property, and such other assignment agreements in such form as may be required by Buyer for each jurisdiction in which any Assigned Intellectual Property is pending, issued or registered. Each Assignor agrees that (a) until such time as Buyer is recorded or registered as the record owner of the Assigned Intellectual Property in each jurisdiction, each Assignor promptly shall deliver to Buyer all notices, office actions and other correspondence received by it with respect to the Assigned Intellectual Property from any intellectual property office, governmental authority or any third party, and (b) neither Assignor shall take any action with respect to the Assigned Intellectual Property, including without limitation filing any response to any office actions, except as may be authorized in advance by Buyer in its sole discretion.

3. Each Assignor hereby authorizes and requests the Patent and Trademark Office officials in the United States of America, the Internet domain name registrar for the Assigned Domain Names and, in each case, the corresponding government officials of any and all states of the United States of America and foreign countries whose duty it is to issue intellectual property protection or other evidence or forms of industrial property protection on Patents, Copyrights, Trademarks and/or Internet domain names to record this Assignment and to issue the same to Buyer, its successors, legal representatives and assigns, in accordance with the terms of this instrument.

4. Upon the execution of this Assignment, each Assignor shall perform all acts necessary to effect the transfer of the Assigned Domain Names and social media accounts set forth in Schedule E from Assignors to Buyer including, but not limited to, the execution, notarization, and return to Buyer or its agents of any transfer forms required by Buyer or Assignors' Internet domain name registrar, such as a Registrant Name Change Agreement.

5. The Assigned Domain Names will be deemed transferred to Buyer ("**Final Transfer of Domain Names**") when (i) the domain name registrar that each of the Assigned Domain Names is registered with has confirmed each transfer in accordance with its procedures therefor; (ii) the domain name registrar that each of the Assigned Domain Names is registered with identifies Buyer as the registrant of each Assigned Domain Name; and (iii) Buyer has received administrative and technical access to and control of each Assigned Domain Name, and sole ownership and control over the root DNS entries for each Assigned Domain Name. Social media accounts and associated handles will be deemed transferred to Buyer ("**Final Transfer of Social Media Accounts**") when Buyer has received administrative and technical access to each social media account, and sole ownership and control over each account. Final Transfer of Domain Names and Final Transfer of Social Media Accounts shall be deemed, collectively, "**Final Transfer.**"

6. Assignors recognize Buyer's exclusive ownership and title to the Assigned Intellectual Property throughout the world and neither Assignor shall, directly or indirectly, claim

adversely to Buyer any right, title or interest in and to the Assigned Intellectual Property in any country or jurisdiction of the world.

7. This Assignment shall be binding upon and inure to the benefit of the parties and their respective successors and assigns. This Assignment shall be governed and construed in accordance with the internal laws of the State of Delaware, without regard to any conflict of law provision that could require the application of the law of any other jurisdiction.

8. This Assignment may not be amended, waived, discharged or terminated other than by a written instrument designated as an amendment and signed by the party against whom enforcement of any such amendment, waiver, discharge or termination is sought.

9. Nothing contained herein is intended to modify, limit or otherwise affect the representations, warranties, covenants, agreements and indemnifications contained in the Asset Purchase Agreement, and such representations, warranties, covenants, agreements and indemnifications shall remain in full force and effect in accordance with the terms of the Asset Purchase Agreement. In the event of any conflict between the provisions of this Agreement and the Asset Purchase Agreement, the provisions of the Asset Purchase Agreement shall prevail.

10. This Assignment shall be subject to the general provisions contained in Sections 8.1 (Expenses), 8.2 (Notices, Consents, etc), 8.3 (Headings), 8.4 (Severability), 8.5 (Entire Agreement), 8.6 (Successors and Assigns), 8.7 (No Third-Party Beneficiaries), 8.8 (Amendment and Modification; Waiver), 8.9 (Governing Law; Submission to Jurisdiction; Waiver of Jury Trial), 8.10 (Enforcement) and 8.14 (Construction) of the Asset Purchase Agreement, which are incorporated by reference herein, in each case, *mutatis mutandis*.

11. This Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Assignment delivered by facsimile, e-mail or other means of electronic transmission (including PDF or DocuSign) shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

[Signature page follows]

IN WITNESS WHEREOF, the parties have executed this Intellectual Property Assignment as of the date first above written.

BUYER:

Sirius Pawz Opco, LLC

By: 

Name: Pierre Abouseiman

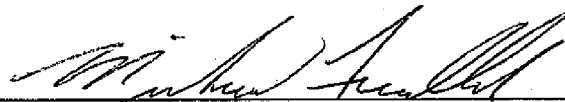
Title: Co-Chief Executive Officer

[Signature Page to Intellectual Property Assignment]

IN WITNESS WHEREOF, the parties have executed this Intellectual Property Assignment as of the date first above written.

ASSIGNORS:

Michael Friedland

By: 

Pawz Dog Boots LLC

By: 

Name: Michael Friedland
Title: President

BUYER:

Sirius Pawz Opco, LLC

By: _____

Name: Pierre Abousleiman
Title: Co-Chief Executive Officer

[Signature Page to Intellectual Property Assignment]

SCHEDULE A

DEFINITIONS

“Intellectual Property” means any and all domestic and foreign intellectual and industrial property rights and other similar proprietary rights in any jurisdiction throughout the world, whether registered or unregistered including, without limitation, all rights and interests pertaining to or deriving from (a) patents and patent applications, provisional patents, reexaminations, extensions and counterparts claiming priority therefrom (collectively, “**Patents**”), (b) inventions, invention disclosures, discoveries and improvements, whether or not patentable, (c) computer software and firmware, including data files, source code, object code, and software-related specifications and documentation, (d) works of authorship and copyrights, whether or not copyrightable (collectively, “**Copyrights**”) (e) trade secrets, business, technical and know-how information, non-public information, and confidential information and rights to limit the use or disclosure thereof by any Person, (f) trademarks, trade names, service marks, certification marks, service names, brands, trade dress and logos, and the goodwill associated therewith (collectively, “**Trademarks**”) (g) proprietary databases and data compilations, (h) domain names, and in each case and all (1) rights under which an employee, inventor, author or other person is obligated to assign ownership in any of the foregoing, (2) registrations of, applications to register, and renewals of, any of the foregoing with or by any Governmental Authority in any jurisdiction throughout the world, (3) rights of action arising from the foregoing, including all claims for damages by reason of present, past and future infringement, misappropriation, violation misuse or breach of contract in respect of the foregoing, and present, past and future rights to sue and collect damages or seek injunctive relief for any such infringement, misappropriation, violation, misuse or breach, and (4) income, royalties and any other payments now and hereafter due and/or payable in respect of the foregoing.

SCHEDULE B

PATENTS AND PATENT APPLICATIONS

Utility Patents	Record Owner	Country	Application #	Registration #	Date Filed	Date Issued	Status
Disposable, Protective Canine Sock/Boot Requiring No Fasteners	PawZ Dog Boots, LLC	US	13/090,594	8360012	4/20/2011	1/29/2013	Issued
Disposable, Protective Canine Sock/Boot Requiring No Fasteners	PawZ Dog Boots, LLC	US	13/718,401	8794191	12/18/2012	8/5/2014	Issued
Disposable, Protective Canine Sock/Boot Requiring No Fasteners	PawZ Dog Boots, LLC	Canada	2629151	2629151	11/13/2006	1/4/2014	Issued
Disposable, Protective Canine Sock/Boot Requiring No Fasteners	PawZ Dog Boots, LLC	EU	6827789.6	1947931	11/13/2006	3/22/2017	Issued
Disposable, Protective Canine Sock/Boot Requiring No Fasteners	PawZ Dog Boots, LLC	Japan	2008-540267	543324	11/13/2006	12/13/2013	Issued
Canine Coat with Incorporated Harness	PawZ Dog Boots, LLC	US	12813263	8210131	6/10/2010	7/3/2012	Issued
Locking Pet Lead System Comprising a Leash and Collar to Prevent the Theft of Pets	PawZ Dog Boots, LLC	US	13/303,989	8683959	11/23/2011	4/1/2014	Issued
Connected Pet Treats and Apparatus for Dispensing the Treats	PawZ Dog Boots, LLC	US	17/078347		10/23/2020	Pending	Pending
Connected Pet Treats and Apparatus for Dispensing the Treats	PawZ Dog Boots, LLC	US	62/661578		4/23/2018	Provisional	Expired provisional, converted to '815 app
Connected Pet Treats and Apparatus for Dispensing the Treats	PawZ Dog Boots, LLC	US	62/702149		7/23/2018	Provisional	Expired provisional, converted to '815 app

Pet Treats and Apparatus for Dispensing the Treats	PawZ Dog Boots, LLC	WIPO	US2019/28815		4/23/2019	PCT	Expired, National Stage deadlines already passed
Self-Righting Treat Stick Holder	Michael Friedland	US	63267049		1/22/2022	Provisional	Provisional application will expire within 120 days of the Closing

SCHEDULE C

TRADEMARKS REGISTRATIONS AND APPLICATIONS

Title, Mark or Design	Owner of Record	Jurisdiction	Registration #	Serial #	Registration Date	Status
Protex Pawz	PawZ Dog Boots, LLC	US	4418958	85269890	10/15/13	Issued
Protex Pawz Logo	PawZ Dog Boots, LLC	US	3917438	77446984	2/8/11	Issued
Sanipaw	PawZ Dog Boots, LLC	US	6054278	88261302	5/12/20	Issued
Max wax	PawZ Dog Boots, LLC	US	4992307	86798551	7/5/16	Issued
Best in Snow	PawZ Dog Boots, LLC	US	3869700	77958270	11/2/10	Issued
Removes the Street from your Dog's Feet	PawZ Dog Boots, LLC	US	6201984	88683500	11/17/20	Issued
Your Dog's Good Health Begins with Clean Paws	PawZ Dog Boots, LLC	US	5280282	87304888	9/5/17	Issued
1Z Coat	PawZ Dog Boots, LLC	US	4072923	85163914	12/20/11	Issued
1Z	PawZ Dog Boots, LLC	US	3894874	77801952	12/21/10	Issued
Safespot	PawZ Dog Boots, LLC	US	4415813	85680007	10/8/13	Issued
Protex Pawz Logo	PawZ Dog Boots, LLC	China	37771049	37771049	6/28/21	Issued
Protex Pawz Logo	PawZ Dog Boots, LLC	China	33817738	33817738	8/21/20	Issued
Pawz	PawZ Dog Boots, LLC	China	37771048	37771048	2/28/21	Issued
Pawz	PawZ Dog Boots, LLC	China	33817745	33817745	2/21/2021	Issued

Pawz	PawZ Dog Boots, LLC	China	33817744	33817744	2/21/21	Issued
Pawz	PawZ Dog Boots, LLC	China	33817744A	33817744A	7/28/19	Issued
Pawz	PawZ Dog Boots, LLC	China	37138181	37138181	8/14/20	Issued
Pawz	PawZ Dog Boots, LLC	China	33817743	33817743	6/7/19	Issued
Protex Pawz	PawZ Dog Boots, LLC	China	33817740	33817740	6/7/19	Issued
Protex Pawz Logo	PawZ Dog Boots, LLC	China	33817737	33817737	7/7/20	Issued
Protex Pawz	PawZ Dog Boots, LLC	China	33817741	33817741	6/7/19	Issued
Protex Pawz	PawZ Dog Boots, LLC	China	33817742	33817742	6/7/19	Issued
Pawz Logo	PawZ Dog Boots, LLC	Turkey	2018/37639	2018/37639	2/5/2020	Issued
Protex Pawz Logo	PawZ Dog Boots, LLC	China	33817739	33817739	6/21/2021	Issued
Protex Pawz Logo	PawZ Dog Boots, LLC	China	38123437	38123437	4/28/2020	Issued

SCHEDULE D

COPYRIGHT REGISTRATIONS AND APPLICATIONS

N/A.

SCHEDULE E
DOMAIN NAMES

Internet Domains:

<u>Domain</u>	<u>Expiration Date</u>	<u>Renewal Status</u>	<u>Registrar</u>	<u>Owner</u>
www.pawzdogboots.com	11/19/2026	Auto-renews Updated last: 9/20/2021	Network Solutions, LLC	Michael Friedland
www.pawsdogboots.com	11/19/2026	Auto-renews Updated last: 10/15/2021	Network Solutions, LLC	Michael Friedland
www.protexpawz.com	4/20/2025	Auto-renews Updated last: 3/21/2022	Register.com, Inc.	Michael Friedland
www.protexpaws.com	4/20/2025	Updated last: 3/21/2022	Register.com, Inc.	Michael Friedland
www.protexpawz.net	4/20/2024	Auto-renews Updated last: 3/21/2022	Register.com, Inc.	Michael Friedland
www.protexpaws.net	4/20/2025	Auto-renews Updated last: 3/21/2022	Register.com, Inc.	Michael Friedland
www.safespotdogleash.com	6/19/2023	Auto-renews Updated last: 5/20/2022	Register.com, Inc.	Michael Friedland

Social Media Accounts:

Social Media Provider	Handle	Owner
Facebook	/pawzdogboots	Pawz Dog Boots, LLC
Instagram	@pawzdogboots	Pawz Dog Boots, LLC
Pinterest	/pawzdogboots	Pawz Dog Boots, LLC
Twitter	@pawzdogboots	Pawz Dog Boots, LLC