

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM769405

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Pioneer Square Labs, Inc.		07/29/2022	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Pioneer Square Labs Holdings II, LLC		
Street Address:	240 2nd Ave. S. #300		
City:	Seattle		
State/Country:	WASHINGTON		
Postal Code:	98104		
Entity Type:	Limited Liability Company: DELAWARE		
Name:	Pioneer Square Labs Holdings II-A, LLC		
Street Address:	240 2nd Ave. S. #300		
City:	Seattle		
State/Country:	WASHINGTON		
Postal Code:	98104		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Serial Number:	97398204	FELIX & FIDO PET CARE	
Serial Number:	97398193	FELIX & FIDO VET CARE	
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>			
Phone:	206-682-8100		
Email:	efiling@cojk.com		
Correspondent Name:	Makiko Coffland		
Address Line 1:	1201 Third Avenue, Suite 3600		
Address Line 2:	Christensen O'Connor Johnson Kindness		
Address Line 4:	Seattle, WASHINGTON 98101		
ATTORNEY DOCKET NUMBER:	4257-G001		

OP \$65.00 97398204

NAME OF SUBMITTER:	Makiko Coffland
SIGNATURE:	/Makiko Coffland/
DATE SIGNED:	11/22/2022
Total Attachments: 4 source=2022.07.29 - Felix and Fido - Assignment and Transfer Agreement (PSL to PSLH II)#page1.tif source=2022.07.29 - Felix and Fido - Assignment and Transfer Agreement (PSL to PSLH II)#page2.tif source=2022.07.29 - Felix and Fido - Assignment and Transfer Agreement (PSL to PSLH II)#page3.tif source=2022.07.29 - Felix and Fido - Assignment and Transfer Agreement (PSL to PSLH II)#page4.tif	

PIONEER SQUARE LABS
ASSIGNMENT AND TRANSFER AGREEMENT

This Assignment and Transfer Agreement (this “**Agreement**”) is made and entered into as of July 29, 2022 (“**Effective Date**”) among Pioneer Square Labs Holdings II, LLC, a Delaware limited liability company (“**PSL II**”), Pioneer Square Labs Holdings II-A, LLC, a Delaware limited liability company (“**PSL II-A**,” together with PSL II, “**PSL Holdings II**”), and Pioneer Square Labs, Inc., a Delaware corporation (“**PS Labs**”).

Background

- PS Labs operates a startup studio; developing, validating, and bringing to market products and services.
- PSL Holdings II and Rover Group, Inc. have incorporated Felix & Fido, Inc., a Delaware corporation (“**Company**”), in order to build a company that provides routine and acute veterinary services to pets (“**Company Product**”).
- In connection with Company’s development and commercialization work, the parties desire to assign to Company certain intellectual property specifically relating to the Company Product owned by PS Labs in existence of the Effective Date.

Agreement

The parties agree as follows:

1. DEFINITIONS

1.1 “**Assigned Property**” means all Intellectual Property and Intellectual Property Rights listed as “Assigned Property” in **Exhibit A**.

1.2 “**Excluded Property**” means all Intellectual Property and Intellectual Property Rights owned by PS Labs, other than the Assigned Property, that are not specific to Company’s business (i.e., of general use or application across an industry or market), such as frameworks, tools, methodologies, plug-ins, web stacks, libraries, enhancements of open source libraries, know-how, general knowledge, or skills of PS Labs employees and other items of general use or applicability, all modifications of or improvements to the foregoing, as well as any other new business ideas currently under development by PS Labs, and including the Intellectual Property and Intellectual Property Rights listed as “Excluded Property” in **Exhibit A**.

1.3 “**Intellectual Property**” means all technology and intellectual property, regardless of form, including without limitation: (a) published and unpublished works of authorship, including without limitation audiovisual works, collective works, computer programs, compilations, databases, derivative works, literary works, maskworks, and sound recordings (“**Works of Authorship**”); (b) inventions and discoveries, including without limitation articles of manufacture, business methods, compositions of matter, improvements, machines, methods, and processes and new uses for any of the preceding items (“**Inventions**”); (c) words, names, symbols, devices, designs, and other designations, and combinations of the preceding items, used to identify or distinguish a business, good, group, product, or service or to indicate a form of certification, including without limitation logos, product designs, and product features (“**Trademarks**”); and (d) information that is not generally known or readily ascertainable through proper means, whether tangible or intangible, including without limitation algorithms, customer lists, ideas, designs, formulas, know-how, methods, processes, programs, prototypes, systems, and techniques (“**Confidential Information**”).

1.4 “**Intellectual Property Rights**” means all rights in, arising out of, or associated with Intellectual Property in any jurisdiction, including without limitation: rights in, arising out of, or associated with Works of Authorship, including without limitation (a) rights in maskworks and databases and rights granted under the Copyright Act; (b) rights in, arising out of, or associated with Inventions, including without limitation rights granted under the Patent Act; (c) rights in, arising out of, or associated with Trademarks, including without limitation rights granted under the Lanham Act; (d) rights in, arising out of, or associated with Confidential Information, including without limitation rights granted under the Uniform Trade Secrets Act; (e) rights in, arising out of, or associated with a person’s name, voice, signature, photograph, or likeness, including without limitation rights of personality, privacy, and publicity (“**Personality Rights**”); (f) rights of attribution and integrity and other moral rights of an author

(“**Moral Rights**”); and (g) rights in, arising out of, or associated with domain names.

2. ASSIGNMENT. PS Labs hereby perpetually, irrevocably, and unconditionally assigns, transfers, and conveys to PSL Holdings II and its successors and assigns, all of PS Labs’ right, title, and interest in and to the Assigned Property. PS Labs further perpetually, irrevocably, and unconditionally assigns, transfers, and conveys to PSL Holdings II and its successors and assigns all claims for past, present and future infringement or misappropriation of the Intellectual Property Rights included in the Assigned Property, including all rights to sue for and to receive and recover all profits and damages accruing from an infringement or misappropriation prior to the Effective Date as well as the right to grant releases for past infringements. PS Labs hereby waives and agrees not to enforce all Moral Rights and all Personality Rights that PS Labs may have in the Assigned Property.

3. CONSIDERATION. The board of directors of PS Labs has authorized and approved this Agreement of the assignment of the Assigned Property to its stockholders, PSL II and PSL II-A, pursuant to a distribution under Delaware corporate law, with (i) 67.5% of the interest in the Assigned Property distributed to PSL II-A and (ii) 32.5% of the interest in the Assigned Property distributed to PSL II.

4. CONFIDENTIALITY. PS Labs must not use any Confidential Information assigned as part of the Assigned Property except for the benefit of PSL Holdings II. PS Labs must not disclose such Confidential Information to third parties. PS Labs must take reasonable steps to maintain the confidentiality and secrecy of such Confidential Information and to prevent the unauthorized use or disclosure of such Confidential Information. Any breach of these restrictions will cause irreparable harm to PSL Holdings II and will entitle PSL Holdings II to injunctive relief in addition to all applicable legal remedies. No license to any Intellectual Property Right that is part of the Assigned Property is granted under this Agreement.

5. REPRESENTATIONS AND WARRANTIES. PS Labs represents and warrants to PSL Holdings II that: (a) PS Labs exclusively owns all right, title, and interest in and to the Assigned Property; (b) PS Labs has not granted and will not grant any licenses or other rights to the Assigned Property to any third party; (c) the Assigned Property is free of any liens, encumbrances, security interests, and restrictions on transfer; (d) to PS Labs’ knowledge, the Intellectual Property that is assigned as part of the Assigned Property does not infringe Intellectual Property Rights of any third party; (e) there are no legal actions, investigations, claims, or proceedings pending or threatened relating to the Assigned Property; and (f) that the Assigned Property includes all Intellectual Property and Intellectual Property Rights developed by PS Labs in relation to the Company Product and the business of the Company, as currently conducted and contemplated to be conducted.

6. WARRANTY DISCLAIMER. EXCEPT AS SET FORTH IN SECTION 5, PS LABS MAKES NO OTHER WARRANTIES, EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, WITH

RESPECT TO THE ASSIGNED PROPERTY OR ANY OTHER MATTER, AND PS LABS DISCLAIMS ANY IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY, AND NONINFRINGEMENT. PS LABS DOES NOT WARRANT THAT THE ASSIGNED PROPERTY WILL MEET PSL HOLDINGS II'S OR COMPANY'S REQUIREMENTS, THAT THE OPERATION OF THE ASSIGNED PROPERTY WILL BE ERROR FREE, OR THAT DEFECTS WILL BE CORRECTED.

7. INDEMNIFICATION. PS Labs will defend, indemnify, and hold harmless PSL Holdings II, and PSL Holdings II's respective officers, directors, shareholders, successors, and assigns, from and against all third party claims, including any losses, damages, liabilities, costs, and expenses, including attorneys' fees, incurred by Company in connection with the claims, arising from or in connection with any actual or alleged breach by PS Labs of any of the representations or warranties made by PS Labs under this Agreement..

8. FURTHER ASSURANCES

8.1 Assistance. PS Labs will take all action and execute all documents as PSL Holdings II may reasonably request to effectuate the transfer of the Assigned Property and the vesting of complete and exclusive ownership of the Assigned Property in PSL Holdings II. In addition, PS Labs will, at the request and sole cost and expense of PSL Holdings II, but without additional compensation, promptly sign, execute, make, and do all such deeds, documents, acts, and things as PSL Holdings II may reasonably require:

(a) to apply for, obtain, register, maintain and vest in the name of PSL Holdings II alone (unless PSL Holdings II otherwise directs) Intellectual Property Rights protection relating to any or all of the Assigned Property in any country throughout the world, and when so obtained or vested, to renew and restore the same;

(b) to defend any judicial, opposition, or other proceedings in respect of such applications and any judicial, opposition, or other proceedings or petitions or applications for revocation of such Intellectual Property Rights; and

(c) to assist PSL Holdings II with the defense and enforcement of its rights in any registrations issuing from such applications and in all Intellectual Property Rights protection in the Intellectual Property.

8.2 Power of Attorney. If at any time PSL Holdings II is unable, for any reason, to secure PS Labs' or its personnel's signature on any letters patent, copyright, or trademark assignments or applications for registrations, or other documents or filings pertaining to any or all of the Assigned Property, whether because of PS Labs' unwillingness, or for any other reason whatsoever, PS Labs hereby irrevocably designates and appoints PSL Holdings II and its duly authorized officers and agents as its agents and attorneys-in-fact, to act for and on its behalf and stead to execute and file any and all such applications, registrations, and other documents and to do all other lawfully permitted acts to further the prosecution thereon with the same legal force and effect as if executed by PS Labs.

9. MISCELLANEOUS

9.1 Assignment. Either party may assign or otherwise transfer this Agreement or any rights under this Agreement without consent. Subject to the foregoing, this Agreement will be binding upon and will inure to the benefit of the parties and their respective successors and assigns. Any assignment in violation of the foregoing will be null and void.

9.2 Notices. Any notice required or permitted under the terms of this Agreement or required by law must be in writing and must be: delivered in person, sent by first class registered mail, or air mail, as appropriate, or sent by overnight air courier, in each case properly posted and fully prepaid to the appropriate address as set forth

below. Either party may change its address for notices by notice to the other party given in accordance with this Section. Notices will be deemed given at the time of actual delivery in person, three business days after deposit in the mail as set forth above, or one day after delivery to an overnight air courier service.

9.3 Waiver. Any waiver of the provisions of this Agreement or of a party's rights or remedies under this Agreement must be in writing to be effective. Failure, neglect, or delay by a party to enforce the provisions of this Agreement or its rights or remedies at any time, will not be construed as a waiver of the party's rights under this Agreement and will not in any way affect the validity of the whole or any part of this Agreement or prejudice the party's right to take subsequent action. Exercise or enforcement by either party of any right or remedy under this Agreement will not preclude the enforcement by the party of any other right or remedy under this Agreement or that the party is entitled by law to enforce.

9.4 Severability. If any term, condition, or provision in this Agreement is found to be invalid, unlawful, or unenforceable to any extent, the parties will endeavor in good faith to agree to amendments that will preserve, as far as possible, the intentions expressed in this Agreement. If the parties fail to agree on an amendment, the invalid term, condition, or provision will be severed from the remaining terms, conditions, and provisions of this Agreement, which will continue to be valid and enforceable to the fullest extent permitted by law.

9.5 Counterparts. This Agreement may be executed in counterparts, each of which will be deemed to be an original and together will constitute one and the same agreement.

9.6 Governing Law. The internal laws of the State of Washington, USA, but not the choice of law rules, govern this Agreement.

9.7 Third Party Beneficiary. The parties agree that Company is an express third-party beneficiary of the rights granted to PSL Holdings II under this Agreement and that Company has the right to enforce PSL Holdings II's rights under this Agreement directly against PS Labs.

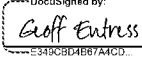
9.8 Interpretation. Headings are used in this Agreement for reference only and will not be considered when interpreting this Agreement. For purposes of this Agreement, (a) the words "include," "includes" and "including" will be deemed to be followed by the words "without limitation,,"; (b) the words "such as," "for example" "e.g." and any derivatives of those words will mean by way of example and the items that follow these words will not be deemed an exhaustive list; and (c) the word "or" is used in the inclusive sense of "and/or" and the terms "or," "any," and "either" are not exclusive. No ambiguity will be construed against any party based on a claim that the party drafted the language.

9.9 Integration. This Agreement and all exhibits contain the entire agreement of the parties with respect to the subject matter of this Agreement and supersede all previous communications, representations, understandings, and agreements, either oral or written, between the parties with respect to said subject matter. No terms, provisions, or conditions of any purchase order, acknowledgement, or other business form that either party may use in connection with the transactions contemplated by this Agreement will have any effect on the rights, duties, or obligations of the parties under, or otherwise modify, this Agreement, regardless of any failure of a receiving party to object to these terms, provisions, or conditions. This Agreement may not be amended, except by a writing signed by both parties.

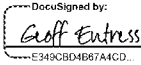
Signature Page Follows

The parties have executed and delivered this Agreement as of the Effective Date.

PIONEER SQUARE LABS, INC.

Signature: 
Name: Geoffrey R. Entress
Title: Vice President
Address for Notice: 240 2nd Ave S #300
Seattle, WA 98104

**PIONEER SQUARE LABS HOLDINGS II, LLC
PIONEER SQUARE LABS HOLDINGS II-A, LLC**
By: Pioneer Square Labs Holdings II Management Company LLC
Its: Managing Member

Signature: 
Name: Geoffrey R. Entress
Title: Managing Director
Address for Notice: 240 2nd Ave S #300
Seattle, WA 98104

[Signature Page to Assignment Agreement]

EXHIBIT A

1. Assigned Property:

- Domain name "www.FelixandFido.com", and any Intellectual Property Rights therein.
- Business and product plans related to the Company Product and any Intellectual Property Rights therein.
- Early product wireframes related to the Company Product and any Intellectual Property Rights therein.
- Designs related to the Company Product and any Intellectual Property Rights therein.
- Software code, in source code and object code formats, including all related documentation, related to the Company Product and any Intellectual Property Rights therein.

The parties agree that the Assigned Property does not include any Excluded Property.

2. Excluded Property: None.