

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM777458

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	NUNC PRO TUNC ASSIGNMENT
EFFECTIVE DATE:	03/28/2022
SEQUENCE:	1

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Regency - Florence, LLC		12/22/2022	Limited Liability Company: DELAWARE

RECEIVING PARTY DATA

Name:	Gateway Services, Inc.
Street Address:	230 Hanlon Creek Boulevard
City:	Guelph, Ontario N1C 1C1
State/Country:	CANADA
Entity Type:	Corporation: DELAWARE

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	5729208	ARGOS PET CREMATIONS

CORRESPONDENCE DATA

Fax Number: 5132416234

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.

Phone: 513-241-2324

Email: ksmith@whe-law.com

Correspondent Name: Kathryn E. Smith, Wood Herron & Evans

Address Line 1: 600 Vine Street

Address Line 2: Suite 2800

Address Line 4: Cincinnati, OHIO 45202

DOMESTIC REPRESENTATIVE

Name: Kathryn E. Smith, Wood Herron & Evans

Address Line 1: 600 Vine Street

Address Line 2: Suite 2800

Address Line 4: Cincinnati, OHIO 45202

NAME OF SUBMITTER: Kathryn E. Smith

SIGNATURE: /Kathryn E. Smith/

OP \$40.00 5729208

DATE SIGNED:	12/30/2022
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Total Attachments: 8

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TRADEMARK ASSIGNMENT CONFIRMATION

This Trademark Assignment Confirmation Agreement (this "Assignment") is between Regency – Florence, LLC, a Delaware limited liability company with a principal place of business at 3760 FM 970, Florence, Texas 76527 (hereinafter "Assignor") and Gateway Services Inc., a Delaware corporation with an address at 230 Hanlon Creek Boulevard, Guelph, Ontario N1C 1C1, Canada (hereinafter "Assignee").

WHEREAS, Assignor owned the trademark ("Mark") identified in Exhibit A to the Trademark Assignment attached hereto;


WHEREAS, pursuant to an assignment document executed on December 16, 2021, Assignor obtained rights in the Mark, the goodwill associated with said Mark, and any and all registrations thereof, and wishes to transfer the same to Assignee; and

WHEREAS, Assignor and Assignee desire to confirm that the previously executed assignment conveys all rights in and to the Mark, including to all rights in and to U.S. Registration No. 5729208 and all renewals thereof, to Assignee, and to execute this further document to confirm the transfer of said registration and related trademark rights to Assignee.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, Assignor does hereby assign and transfer nunc pro tunc as of March 28, 2022, to Assignee the entire right, title, and interest in and to the Mark, together with the goodwill of the business symbolized by the Mark and the common law rights relating thereto, and any renewals of the corresponding registration, and all other rights that Assignor has enjoyed thereunder in the United States, including any and all rights of recovery based on past infringement of the Mark and/or registrations thereof, the same to be held and enjoyed by Assignee, its successors and assigns, to the full end of the term for which the Mark is

registered and any renewals of the terms thereof.

GATEWAY SERVICES, INC.

By: 
Kelly Clinton
Chief Operating Officer

Date: Dec 22/22

TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT (this “**Assignment**”) is made and delivered as of December 16, 2021 (the “**Effective Date**”), by and between, BWMM Pet Cremations, LLC, a Texas limited liability company d/b/a Argos Pet Cremations, with a principal place of business at 3760 FM 970, Florence, Texas 76527 (“**Assignor**”), and Regency – Florence, LLC, a Delaware limited liability company (“**Assignee**”), pursuant to an Asset and Real Estate Purchase Agreement, dated as of even date herewith (the “**Purchase Agreement**”), by and among Assignor, Assignee, Operating Owners, RP Seller, RP Owners, RP Buyer, and the Seller Representative, in his capacity as representative of the Seller Parties. All capitalized terms used but not otherwise defined in this Assignment shall have the meanings given to them in the Purchase Agreement.

WHEREAS, Assignor is the owner of a certain trademark used in connection with its pet cremation and pet memorialization services; and

WHEREAS, Assignor desires to convey, transfer, assign, and deliver all of its rights in and to the trademark set forth on Exhibit A attached hereto (the “**Assigned Trademark**”), pursuant to the Purchase Agreement and on the terms and subject to the conditions set forth in this Assignment and Assignee desires to accept the same.

NOW, THEREFORE, in consideration of the mutual covenants, terms, and conditions set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Assignment. Assignor hereby does irrevocably sell, convey, transfer, and assign to Assignee, and its successors and assigns, and Assignee agrees to accept, effective as of the date first set forth above, all right, title, and interest in and to the Assigned Trademark, together with all common law rights and associated goodwill of Assignor and of the business connected with the use of or symbolized thereby, and all claims for damages by reason of past infringement with the right to sue for and collect damages, the same to be held and enjoyed by Assignee, its respective successors and assigns, as fully and entirely as the same would have been held and enjoyed by Assignor had this Assignment not been made. Assignee shall have full and unrestricted right to make, use, license, assign, offer to sell, sell, encumber, secure, loan, and otherwise exploit the Assigned Trademark to their fullest extent anywhere in the world, without the consent of and without accounting to Assignor and without sharing the revenue or profits generated by or through such use, license, assignment, sale, encumbrance, loan, or other exploitation of the Assigned Trademark. Assignor hereby agrees that it shall not take any action that may restrict Assignee’s ownership rights in the Assigned Trademark and that it shall discontinue any use or exploitation of the Assigned Trademark. Assignor hereby authorizes the United States Patent and Trademark Office and any other governmental agencies having jurisdiction over the Assigned Trademark to identify Assignee as the owner of all applications and registrations issuing from any applications pending related to the Assigned Trademark. Assignor further hereby authorizes the United States Patent and Trademark Office and any trademark office in any and all foreign countries to issue any and all registrations related to the Assigned Trademark to Assignee as the assignee of Assignor’s entire right, title, and interest in and to the same.

2. Further Assurances. Assignor agrees, without further consideration, to take such actions, including without limitation, the execution, acknowledgment, and delivery of documents, as may be necessary and appropriate or reasonably requested by Assignee to further effectuate the assignment contemplated herein. Without limitation, Assignor agrees that, when requested by Assignee, Assignor will promptly sign all papers, take all rightful oaths, and do all acts which may be necessary, desirable or convenient for securing and maintaining the Assigned Trademark and for vesting title thereto in Assignee, its successors, assigns, and legal representatives or nominees.

3. Remedies. Assignor acknowledges and agrees that any violation of this Assignment will cause immediate and irreparable harm to Assignee and the damages may be difficult or impossible to measure. Therefore upon any actual or impending violation of this Assignment, Assignee may seek a restraining order, preliminary and permanent injunction, without bond, restraining or enjoining any such violation by Assignor or any person or entity acting in concert with or on behalf of Assignor. Such remedy shall be additional to and not in limitation of any other remedy that may otherwise be available either in equity or at law.

4. Successors and Assigns. All of the terms and provisions of this Assignment shall be binding upon, and shall inure to the benefit of, Assignor and Assignee and their respective successors and assigns.

5. Governing Law. This Assignment shall be governed by, and construed and enforced in accordance with, the laws of the State of Delaware, without regard to any conflicts of law provisions that would apply the laws of another jurisdiction.

6. Waiver. Any waiver of a Party's rights under this Assignment may only be made by a writing signed by the Party waiving such rights and the failure of any Party hereto to enforce at any time any provision of this Assignment shall not be construed to be a waiver of such provision, nor in any way to affect the validity of this Assignment or any part hereof or the right of any Party thereafter to enforce each and every such provision. No waiver of any breach of this Assignment shall be held to constitute a waiver of any other or subsequent breach.

7. Amendments. This Assignment may not be amended, modified, supplemented or changed, in whole or in part, unless in a separate writing making specific reference to this Assignment and executed by each of the parties hereto.

8. Severability. Whenever possible, each provision of this Assignment will be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Assignment is held to be prohibited by or invalid under applicable law, such provision will be deemed severable and ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Assignment unless the consummation of the transaction contemplated hereby is adversely affected thereby.

9. Counterparts. This Assignment may be executed and delivered in any number of counterparts, each of which so executed and delivered shall be deemed to be an original and all of which, taken together, shall constitute one and the same instrument. The exchange of

copies of this Assignment and of the signature pages hereto by facsimile transmission or by e-mail delivery of a "pdf" data file shall constitute effective and binding execution and delivery of this Assignment as to the parties hereto and may be used in lieu of the original Assignment and signature pages thereof for all purposes.

[Signature Page Follows]

IN WITNESS WHEREOF, each of the parties hereto has caused this Trademark Assignment to be executed and delivered by its duly authorized representative as of the Effective Date.

ASSIGNOR:

BWMM PET CREMATIONS, LLC

Matthew Brooks

By: _____

Name: Matthew Brooks

Title: Manager

ASSIGNEE:

Regency – Florence, LLC

By: _____

Name: Scott Buttz

Title: Chief Operating Officer

IN WITNESS WHEREOF, each of the parties hereto has caused this Trademark Assignment to be executed and delivered by its duly authorized representative as of the Effective Date.

ASSIGNOR:

BWMM PET CREMATIONS, LLC

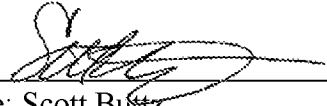
By: _____

Name: Matthew Brooks

Title: Manager

ASSIGNEE:

Regency – Florence, LLC

By:  _____

Name: Scott Bultz

Title: Chief Operating Officer

**EXHIBIT A
TO
TRADEMARK ASSIGNMENT**

ASSIGNED TRADEMARK

Previously Registered U.S. Trademark:

Mark	Jurisdiction	Owner	Registration Number	Registration Date
"Argos Pet Cremations"	USPTO	BWMM Pet Cremations, LLC	5729208	04/16/2019