

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM793144

SUBMISSION TYPE:	RESUBMISSION		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
RESUBMIT DOCUMENT ID:	900748063		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Shawnté Marquez		07/05/2022	INDIVIDUAL:
Bark.Wag.Love LLC dba Joyful Paws Pet Hotel and Daycare		07/05/2022	Limited Liability Company: CALIFORNIA
RECEIVING PARTY DATA			
Name:	Destination Pet, LLC		
Street Address:	8822 S. Ridgeline Blvd		
Internal Address:	Suite 260		
City:	Highlands Ranch		
State/Country:	COLORADO		
Postal Code:	80129		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	4609607	JOYFUL PAWS	
Registration Number:	6135971	JOYFUL PAWS	
CORRESPONDENCE DATA			
Fax Number:	6175076585		
<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:	6175040436		
Email:	heidi@heidischiller.com		
Correspondent Name:	Heidi Schiller		
Address Line 1:	23 Warren Ave		
Address Line 4:	Plymouth, MASSACHUSETTS 02360		
ATTORNEY DOCKET NUMBER:	JOYFUL PAWS ACQUISITION		
NAME OF SUBMITTER:	Heidi A. Schiller		
SIGNATURE:	/Heidi A. Schiller/		
DATE SIGNED:	03/09/2023		

Total Attachments: 3

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Assignment of Registered Marks

This Assignment of Registered Marks (“**Agreement**”), effective July 6, 2022 (“**Effective Date**”), is among Destination Pet, LLC, a Delaware limited liability company (“**Assignee**”), Bark.Wag.Love LLC dba Joyful Paws Pet Hotel and Daycare, a California limited liability company (“**Seller**”), and Shawnté Marquez, an individual (“**Owner**” and together with Seller, “**Assignor**”). Capitalized terms used but not defined in this Agreement have the meanings given in the APA (as defined below).

WHEREAS, Assignee and Assignor are parties to an Asset Purchase Agreement, dated as of the Effective Date (“**APA**”), pursuant to which Assignee is acquiring certain business assets from Assignor; and

WHEREAS, Assignee and Assignor wish to further memorialize the assignment of certain federally registered trademarks and service marks from Assignor to Assignee.

NOW, THEREFORE, in consideration of the mutual promises and covenants set forth herein, and such other consideration as is set forth in this Agreement, the sufficiency of which is hereby acknowledged, the parties agree as follows.

1. **Assignment.** Assignor hereby irrevocably assigns to Assignee, and Assignee accepts, all rights to Assignor’s Registered Marks (as defined below) and the goodwill associated with the use of, and symbolized by, the Registered Marks. Assignor shall provide Assignee with all other instruments and signatures reasonably requested to vest in Assignee all of Assignor’s rights to the Marks.

2. **Definition of Registered Marks.** The term “**Registered Mark**” means any registered domestic and foreign service mark, trademark, trademark application, or trade name, and related issuances, extensions, and renewals, including the service marks, trademarks, service mark and trademark applications and/or registrations listed on Exhibit A.

3. **Certification of Authorization.** The individual signing this Agreement certifies that this Agreement and the assignment represented by this Agreement were duly authorized by Assignor.

4. **Interpretation.** This Agreement does not limit the Intellectual Property being acquired by the Assignee pursuant to the APA. This Agreement is governed by the APA provisions on interpretation, governing law, indemnification, and dispute resolution. This Agreement may be executed by signatures exchanged by electronic means and in one or more counterparts, each of which constitutes an original, and all of which together constitute a single instrument.

(Signature page follows.)

5. Signatures.

Seller:

BARK.WAG.LOVE LLC

Date: 7/5/2022

DocuSigned by:
Shawnté Marquez
By: 725C844AF48F499...
Name: Shawnté Marquez
Its: Manager

Owner:

Date: 7/5/2022

DocuSigned by:
Shawnté Marquez
Signature: 725C844AF48F499...
Name: Shawnté Marquez


Assignee:

DESTINATION PET, LLC

Date: 7/2/2022

DocuSigned by:
Roy Stein
By: 5F4BDD8FF8D1495...
Name: Roy Stein
Its: President

Exhibit A
Registered Service Marks and Trademarks

Service Mark or Trademark	Registration No.	Registration Date
JOYFUL PAWS & DESIGN 	6,135,971	August 25, 2020
JOYFUL PAWS	4,609,607	September 23, 2014

Assignment of Registered Marks – Exhibit A

22181136.v2

RECORDED: 02/03/2023

TRADEMARK
REEL: 008000 FRAME: 0689