

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM820061

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
New York Dog Spa & Hotel LP		06/27/2023	Limited Partnership: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Destination Pet, LLC		
<b>Street Address:</b>	8822 S. Ridgeline Blvd.		
<b>Internal Address:</b>	Suite 260		
<b>City:</b>	Highlands Ranch		
<b>State/Country:</b>	COLORADO		
<b>Postal Code:</b>	80129		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2700846	DOG SPA	
<b>Registration Number:</b>	2999070	DOG SPA	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	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>			
<b>Phone:</b>	617-504-0436		
<b>Email:</b>	heidi@heidischiller.com		
<b>Correspondent Name:</b>	Heidi A. Schiller		
<b>Address Line 1:</b>	23 Warren Ave.		
<b>Address Line 4:</b>	Plymouth, MASSACHUSETTS 02360		
<b>NAME OF SUBMITTER:</b>	Heidi A. Schiller		
<b>SIGNATURE:</b>	/Heidi A. Schiller/		
<b>DATE SIGNED:</b>	06/27/2023		
<b>Total Attachments: 5</b>			
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## INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This Intellectual Property Assignment Agreement (the "IP Assignment") is entered into effective as of June 27, 2023 (the "Effective Date"), among DESTINATION PET, LLC, a Delaware limited liability company ("Buyer"), and NEW YORK DOG SPA & HOTEL LP, a Delaware limited partnership (the "Seller").

WHEREAS, Seller and Buyer, *inter alia*, have executed that certain Asset Purchase Agreement dated as of the Effective Date (the "Agreement"); and

WHEREAS, Seller owns and utilizes certain unregistered and registered trademarks in connection with its business, as described in Exhibit A hereto (the "Trademarks"); and

WHEREAS, Seller owns and utilizes certain internet domain names, social media login credentials and communication addresses in connection with its business, as described in Exhibit A hereto (individually and collectively, the "Domains and Accounts"); and

WHEREAS, pursuant to the terms of the Agreement, Seller desires to assign and Buyer desires to receive all of Seller's rights, title and interest in and to the Trademarks, Domains and Accounts and any and all goodwill associated therewith.

NOW, THEREFORE, for good and valuable consideration as set forth in the Agreement, the receipt and sufficiency of which are hereby acknowledged, Seller and Buyer hereby agree as follows:

1. Assignment. Seller hereby sells, transfers, assigns, delivers and otherwise conveys to Buyer, all of Seller's rights, title, and interest in and to the Trademarks, Domains and Accounts, if any, along with the goodwill of the business symbolized by or associated with the Trademarks, and Domains and Accounts and all rights to proceeds of the foregoing, including without limitation, any rights of action by the Seller, and the right to take proceedings and to seek and recover damages and all other available remedies, against third parties for past, present, or future infringement of the Trademarks, and Domains and Accounts.

Seller further agrees to execute and deliver at the request of Buyer all papers, instruments, and assignments, and to perform any other reasonable acts Buyer may request in order to vest all of Seller's rights, title, and interest in and to the Trademarks, and Domains and Accounts in Buyer and/or to provide evidence to support any of the foregoing in the event such evidence is deemed necessary by Buyer, to the extent such evidence is in the possession or control of the Seller.

2. Governing Law. This IP Assignment shall be governed by and construed in accordance with the laws of the State of Delaware without resort to the conflict of law principles thereof.
3. Counterparts. This IP 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 IP Assignment delivered by facsimile, email or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this IP Assignment.

[The remainder of this page is left intentionally blank. Signature page follows.]

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

**NEW YORK DOG SPA & HOTEL LP**

**DESTINATION PET, LLC**

By:   
Name: David McCallum  
Title: Manager

By:   
Name: Jennifer Strickland Fowler  
Title: Chief Executive Officer

## EXHIBIT A

### I. Trademarks & Tradenames

A. "New York Dog Spa & Hotel"

B. "Dog Spa":

- U.S. Reg. No. 2,700,846 registered March 25, 2003; new cert issued October 24, 2017.
  - Class 18: pet clothing, collars, leashes, and carriers.
  - Class 21: pet feeding dishes and bowls, and pet grooming implementation namely brushes and combs.
  - Class 42: grooming and kennel [and veterinarian] services for pets
- U.S. Registration No. 2,999,070 ("Reg. Mark 2,999,070") registered September 20, 2005; new cert issued October 24, 2017.
  - Class 35: retail store services and computerized on-line retail services featuring pet accessories namely clothing, collars, leashes, carriers, feeding dishes and bowls, food and treats, grooming implements, toys and beds, providing a web site featuring consumer product information about pet products.
  - Class 44: providing a website featuring information about pets and pet care.

### II. Domains and Accounts

A. dogspa.com

B. nydogspa.com

C. nydogspa.net

D. newyorkdogspaandhotel.com

E. nydogspaandhotel.com

F. Any redirect domains pointing to any of the above

G. All login credentials to all social media accounts utilized by Seller on any social media platform, including without limitation, Instagram, Facebook, Yelp, LinkedIn, Google, and Twitter.

### III. Other Intellectual Property and Communication Addresses

A. All phone numbers or other communications addresses (including email) used or associated with the business of Seller, including, without limitation, the following:

- Phone number (212) 243-1199
- Fax number (212) 243-0735
- Emails associated with @dogspa.com, including [20th@dogspa.com](mailto:20th@dogspa.com) and [25th@dogspa.com](mailto:25th@dogspa.com)

B. Logos, including, without limitation, the following:

