

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM844973

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
SOFTPAWS, INC.		09/29/2023	Corporation: LOUISIANA
RECEIVING PARTY DATA			
Name:	SMARTHEALTH, INC.		
Street Address:	3400 E. McDowell Road		
City:	Phoenix		
State/Country:	ARIZONA		
Postal Code:	85008		
Entity Type:	Corporation: ARIZONA		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	1691562	SOFT PAWS	
Registration Number:	1806106	SOFT PAWS	
Registration Number:	1981468	SOFT CLAWS	
Registration Number:	4082902	AIR MUZZLE	
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>			
Email:	tmadmin@reinhardt.com		
Correspondent Name:	Daniel E. Kattman		
Address Line 1:	1000 N. Water Street		
Address Line 2:	Suite 1700		
Address Line 4:	Milwaukee, WISCONSIN 53202		
NAME OF SUBMITTER:	Daniel E. Kattman		
SIGNATURE:	/dek/		
DATE SIGNED:	10/10/2023		
Total Attachments: 4			
source=Assignment SoftPaws, Inc. to SmartHealth, Inc#page1.tif			
source=Assignment SoftPaws, Inc. to SmartHealth, Inc#page2.tif			
source=Assignment SoftPaws, Inc. to SmartHealth, Inc#page3.tif			

CH \$115.00 1691562

TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (the "Trademark Assignment"), effective the date of execution, is by and between SOFTPAWS, INC., a corporation, created and existing under and by virtue of the laws of the State of Louisiana, having an address of 105 Copper Junction, Lafayette, Louisiana 70508, U.S. ("ASSIGNOR"), and SMARTHEALTH, INC., a corporation, created and existing under and by virtue of the laws of the State of Arizona, having an address of 3400 E. McDowell Road, Phoenix, Arizona 85008, U.S. ("ASSIGNEE").


WHEREAS, ASSIGNOR is the owner of all right, title and interest in and to the United States and foreign trademarks and trademark registrations set forth in the below Trademarks Table;

WHEREAS, ASSIGNEE is desirous of acquiring the entire right, title and interest in and to the aforesaid trademarks and trademark registrations in the United States and all other countries throughout the world;

TRADEMARKS TABLE		
Country Title/Subject Matter Owner	Serial No. Filing Date TM Reg. No. Registration Date	International Class Goods/Services Disclaimers
U.S. Soft Paws (logo) <i>Soft Paws</i> SOFTPAWS, INC.	74/131,285 01/17/1991 1,691,562 06/09/1992	Int'l Class: 18 Protective vinyl covers for animal toenails
Brazil Soft Paws (word mark) SOFTPAWS, INC.	827227752 03/15/2005 827227752 04/08/2008	Int'l Class: 18 Vinyl Nail Covers
Canada Soft Paws (word mark) SOFTPAWS, INC..	0718850 12/15/1992 TMA429,006 06/17/1994	Int'l Class: 18 Protective covers for animal toenails
Japan Soft Paws <i>Soft Paws</i> SOFTPAWS, INC.	1992115750 05/25/1992 3172876 06/28/1996	Int'l Class: 18 The protective cover for the toenail of an animal

TRADEMARKS TABLE

Country Title/Subject Matter Owner	Serial No. Filing Date TM Reg. No. Registration Date	International Class Goods/Services Disclaimers
U.S. Soft Paws (word mark) SOFTPAWS, INC.	74/285,950 06/18/1992 1,806,106 11/23/1993	Int'l Class: 18 protective covers for animals toenails
Benelux Soft Paws (word mark) SOFTPAWS, INC.	839509 12/22/1994 564852 10/01/1995	Int'l Class: 18 Protective toenail covers for animals
France Soft Paws (word mark) SOFTPAWS, INC.	94519242 05/06/1994 94519242 05/06/1994 (same as filing)	Int'l Class: 18 Clothing for animals intended for the protection of their claws
Italy Soft Paws(word mark) SOFTPAWS, INC.	1994900382107 07/25/1994 0000715680 07/07/1997	Int'l Class: 18
U.S. Soft Claws (word mark) SOFTPAWS, INC.	74/491,371 02/16/1994 1,981,468 06/18/1996	Int'l Class: 18 protective covers for animal toenails
European Union Soft Claws (word mark) SOFTPAWS, INC.	008638281 10/23/2009 008638281 04/26/2010	Int'l Class: 18 Protective covers for animal toenails; devices for protecting pets claws; parts and fittings therefor
United Kingdom Soft Claws (word mark) SOFTPAWS, INC.	UK00908638281 10/23/2009 UK00908638281 04/26/2010	Int'l Class: 18 Protective covers for animal toenails; devices for protecting pets claws; parts and fittings therefor

TRADEMARKS TABLE		
Country Title/Subject Matter Owner	Serial No. Filing Date TM Reg. No. Registration Date	International Class Goods/Services Disclaimers
Japan Soft Claws (word mark) SOFTPAWS, INC.	2003069348 (or 2003- 69348) 08/14/2003 4758835 03/26/2004	Int'l Class: 18 The protective cover for the foot nails of an animal like a dog or a cat
United Kingdom Soft Claws (logo)  SOFTPAWS, INC.	UK00002428434 7/19/2006 UK00002428434 02/02/2007	Int'l Class: 18 Devices for protecting pets' claws, particularly for use on dogs and cats, parts and fittings for the aforesaid goods
U.S. Air Muzzle (word mark) SOFTPAWS, INC.	85/308,238 04/29/2011 4,082,902 01/10/2012	Int'l Class: 10 Veterinary apparatus, namely, a spherical head containment for live animals during treatment Disclaimer: "MUZZLE"

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, ASSIGNOR hereby sells, assigns, transfers and sets over to ASSIGNEE, all right, title and interest in and to the aforesaid trademarks and registrations, including any and all common law rights in the aforesaid trademarks, and the use thereof, together with the goodwill appurtenant thereto on a worldwide basis, the same to be held and enjoyed by ASSIGNEE, its successors, and assigns.

And ASSIGNOR hereby sells, assigns, transfers and sets over to ASSIGNEE any renewal rights and any causes of action for infringement that may have accrued with regard to the aforesaid trademarks and registrations prior to the execution date of this Trademark Assignment, and the entire business associated with the aforesaid trademarks and registrations.

And ASSIGNOR hereby covenants that it has the full right to convey the entire interest herein assigned, and that it has not executed and will not execute any agreements in conflict herewith.

And ASSIGNOR hereby covenants and agrees that it will, at any time upon request, execute and deliver any and all papers that may be necessary or desirable to perfect the title of the

aforesaid trademarks and registrations to ASSIGNEE, its successors, assigns, or other legal representatives.

And ASSIGNOR does further covenant and agree that it will, at any time upon request, communicate to ASSIGNEE, its successors, assigns or other legal representatives, such facts relating to the aforesaid trademarks and registrations and/or the file histories thereof as may be known to it, and testify as to the same in any litigation or other related proceeding when requested so to do, without further compensation but at the expense of ASSIGNEE, its successors, or other legal representatives.

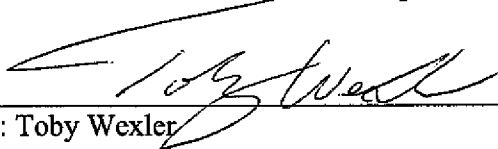
This Assignment shall be binding upon and shall inure to the benefit of the parties, their successors and/or assigns and all others acting by, through, with or under direction, and all those in privity therewith.

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

ASSIGNOR:

SOFTPAWS, INC., a Louisiana corporation

September 29, 2023


By: Toby Wexler

Title: Director of SOFTPAWS, INC.

Acknowledged By ASSIGNEE:

SMARTHEALTH, INC., an Arizona corporation

September 29, 2023


By: Curtis P. Hamann, M.D.

Title: President of SMARTHEALTH, INC.