

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

Assignment ID: TM158876

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
FIT AND FURRY, INC.		02/23/2024	Corporation: CALIFORNIA
RECEIVING PARTY DATA			
Company Name:	BEST FRIENDS PET CARE, INC.		
Street Address:	535 Connecticut Avenue		
Internal Address:	Suite 305		
City:	Norwalk		
State/Country:	CONNECTICUT		
Postal Code:	06854		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	78958162	FIT'N'FURRY	
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:	(804)775-1846		
Email:	SMartinez@mcguirewoods.com		
Correspondent Name:	Ms. Stephanie A. Martinez		
Address Line 1:	800 East Canal Street		
Address Line 2:	Gateway Plaza		
Address Line 4:	Richmond, VIRGINIA 23219-3916		
ATTORNEY DOCKET NUMBER:	2077392-0041		
NAME OF SUBMITTER:	ANAY AMIN		
SIGNATURE:	ANAY AMIN		
DATE SIGNED:	02/28/2024		
Total Attachments: 5			
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INTELLECTUAL PROPERTY ASSIGNMENT AND ASSUMPTION AGREEMENT

THIS INTELLECTUAL PROPERTY ASSIGNMENT AND ASSUMPTION AGREEMENT (this “*IP Assignment Agreement*”), is made and entered into effective as of February 23, 2024 (“*Closing Date*”), by and among **Fit and Furry, Inc.**, a California corporation (“*Assignor*”) and **Best Friends Pet Care, Inc.**, a Delaware corporation (“*Assignee*”). Capitalized terms used but not otherwise defined herein shall have the respective meanings set forth in that certain Asset Purchase Agreement of even date herewith by and between Assignor and Assignee (“*Purchase Agreement*”).

RECITALS

WHEREAS, pursuant to the Purchase Agreement, Assignor has agreed to sell, assign, convey, transfer and deliver to Assignee, and Assignee has agreed to purchase and acquire from Assignor, all of Assignor’s right, title and interest in and to substantially all of the assets of Assignor, including, without limitation, the Intellectual Property identified in Schedule A hereto (collectively, the “*Assignor’s Intellectual Property*”); and

NOW THEREFORE, in consideration of the foregoing and the representations, warranties and agreements herein set forth, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee, intending to be legally bound, hereby agree as follows:

Section 1 Assignment of Intellectual Property. Upon the terms set forth in the Purchase Agreement, Assignor hereby sells, assigns, conveys, transfers and delivers to Assignee, and Assignee hereby purchases and acquires from Assignor, free and clear of all Liens (other than Permitted Liens), all of Assignor’s right, title and interest in and to the Assignor’s Intellectual Property, including, without limitation, all goodwill associated therewith, any and all income, royalties or payments due or payable as of the Closing Date or thereafter as well as the right to sue for any and all past, present and future infringements of such Assignor’s Intellectual Property, and to receive any and all damages awarded as a result of any such claim, and all other rights and interests therein and thereto (“*Assigned IP*”).

Section 2 Further Assurances.

(a) Assignor hereby covenants and agrees that it shall, at any time after the Closing Date or from time to time thereafter at the reasonable request of Assignee, (i) execute and deliver such further instruments of sale, assignment, conveyance, transfer and delivery to Assignee as shall be reasonably necessary or appropriate to establish the record of Assignee’s title to the Assigned IP or to more effectively consummate the assignments contemplated hereby, and (ii) assist Assignee, at Assignee’s request and at Assignee’s sole cost and expense, in exercising any rights with respect thereto.

(b) Assignor authorizes and requests the United States Patent and Trademark Office, the United States Copyright Office and the applicable officials of these and any other agencies or authorities, governmental or otherwise, in which any of the Assignor’s Intellectual Property listed in Schedule A is or was registered, applied for, pending or recorded, to issue or transfer all of the Assignor’s Intellectual Property to Assignee as assignee of all of Assignor’s right, title and interest in and to the Assignor’s Intellectual Property or otherwise as Assignee may direct.

(c) As and to the extent that any governmental or quasi-governmental office or agency pertaining to the filing, registration, application or processing of intellectual property, including without limitation the United States Patent and Trademark Office, the United States Copyright Office or the offices in which any of the Assignor’s Intellectual Property listed in Schedule A is or was registered, applied for, pending or recorded, requests that additional forms or documents be presented or executed by Assignor in

order to issue or transfer the Assignor's Intellectual Property to Assignee as contemplated in paragraph (b) of this Section, Assignor shall execute such forms and/or documents and deliver them to Assignee or its agents, attorneys or designees, as applicable.

Section 3 Successors and Assigns. The terms and provisions of this IP Assignment Agreement shall be binding upon, and inure to the benefit of, Assignor and Assignee, and each of their respective successors and assigns.

Section 4 Third-Party Beneficiaries. Nothing in this IP Assignment Agreement is intended to or shall confer upon any Person other than the parties and their respective successors and assigns, any rights, benefits, or remedies of any nature whatsoever under or by reason of this IP Assignment Agreement or any transaction contemplated by this IP Assignment Agreement.

Section 5 Choice of Law. This IP Assignment Agreement and the rights and obligations of the parties shall be governed by and shall be enforced and interpreted in accordance with the laws of the State of Delaware, without regard to conflicts of law doctrines.

Section 6 Terms of the Purchase Agreement. Assignor and Assignee acknowledge and agree that the representations, warranties, covenants, agreements and indemnities contained in the Purchase Agreement shall not be superseded hereby but shall remain in full force and effect to the extent provided therein. In the event of any conflict or inconsistency between the terms of the Purchase Agreement and the terms hereof, the terms and provisions of the Purchase Agreement shall govern.

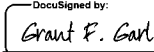
Section 7 Counterparts. This IP Assignment Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Copies (facsimile, electronic or original) of signatures to this IP Assignment Agreement shall be deemed to be originals and shall be binding to the same extent as original signatures.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have caused this IP Assignment Agreement to be duly executed effective as of the date first set forth above.

ASSIGNOR:

Fit and Furry, Inc.
a California corporation

By:  _____
Name: Grant F. Garl
Title: President

ASSIGNEE:

Best Friends Pet Care, Inc.
a Delaware corporation

By: _____
Name: Jared Pinsker
Title: Chief Executive Officer and President

IN WITNESS WHEREOF, the parties hereto have caused this IP Assignment Agreement to be duly executed effective as of the date first set forth above.

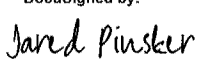
ASSIGNOR:

Fit and Furry, Inc.
a California corporation

By: _____
Name: Grant F. Garl
Title: President

ASSIGNEE:

Best Friends Pet Care, Inc.
a Delaware corporation

DocuSigned by:

By: _____
Name: Jared Pinsker
Title: Chief Executive Officer and President

SCHEDULE A

Trademarks:

Mark	Reg / Serial No.	Goods / Services
FIT'N'FURRY	3,855,091 78/958,162	44: Pet care services, namely, dog walking, dog bathing and non-medicated pet grooming; pet sitting