

## TRADEMARK ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Coppanion, Inc.		07/27/2011	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Gruntworx, LLC		
Street Address:	235 E. Palmer Street		
City:	Franklin		
State/Country:	NORTH CAROLINA		
Postal Code:	28734		
Entity Type:	LIMITED LIABILITY COMPANY: NORTH CAROLINA		
PROPERTY NUMBERS Total: 7			
Property Type	Number	Word Mark	
Registration Number:	2575316	GRUNTWORX	
Registration Number:	3541341	COPANION	
Registration Number:	3556724	COPANION	
Registration Number:	3556725	C PANION	
Registration Number:	3609639	GRUNTWORX	
Registration Number:	3556726	GRUNTWORX	
Registration Number:	3541200	COPANION	
CORRESPONDENCE DATA			
Fax Number:	4235081232		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	423.757.0232		
Email:	pweidlich@cbslawfirm.com		
Correspondent Name:	Paul S. Weidlich		
Address Line 1:	1000 Tallan Building		
Address Line 2:	Two Union Square		

OP \$190.00 2575316

Address Line 4: Chattanooga, TENNESSEE 37402

ATTORNEY DOCKET NUMBER: 13567\_00-1101

NAME OF SUBMITTER: Paul S. Weidlich

Signature: /Paul S. Weidlich/

Date: 05/03/2012

Total Attachments: 3  
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## TRADEMARK ASSIGNMENT

This Assignment is made as of the 27th day of July, 2011, by Copanion, Inc., a Delaware corporation having an office and principal place of business at One Tech Drive, Suite 130, Andover, Massachusetts 01810 ("Assignor").

WHEREAS, Assignor owns the following U.S. Trademark Registrations Nos.: 2,575,316 for GRUNTWORX in International Class 042; 3,541,200 for COPANION in International Class 009; 3,541,341 for COPANION (with design) in International Class 009; 3,556,724 for COPANION in International Class 042; 3,556,725 for COPANION (with design) in International Class 042; 3,556,726 for GRUNTWORX in International Class 042; and 3,609,639 for GRUNTWORX in International Class 009, as well as several unregistered trademarks and trade names ("the Trademarks"); and

WHEREAS, Assignor desires to transfer the Trademarks to Gruntworx, LLC, a North Carolina limited liability company, having an office and principal place of business in Franklin, North Carolina ("Assignee"); and

WHEREAS, Assignee desires to acquire the Trademarks;

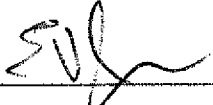
NOW, THEREFORE, for and in consideration of the covenants, representations and warranties hereinafter set forth, and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged:

1. Assignor hereby assigns to Assignee all right, title and interest in and to the Trademarks, together with the goodwill symbolized thereby, and all rights and privileges granted and secured thereby, including the right to sue for past, present or future infringement of any of the Trademarks, such rights to be held and enjoyed by Assignee as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment had not been made.
2. Assignor represents and warrants to Assignee that
  - (a) Assignor is a corporation duly organized, validly existing and in good standing under the laws of the State of Delaware.
  - (b) Assignor has full corporate authority to execute this Assignment, and that this Assignment and the terms and conditions hereof have been duly authorized by all requisite corporate authorities and will not result in a violation of any of the provisions of Assignor's corporate charter, bylaws or any agreement to which Assignor may be a party.
  - (c) Assignor is the owner of the Trademarks, and no other person or entity has any security interest or other right in the Trademarks.

- (d) Any and all licenses to use the Trademarks which were previously granted by Assignor have been terminated as of the date of this Assignment.
  - (e) Assignor has not abandoned or discontinued use of the Trademarks.
  - (f) There are no actions, suits, claims or proceedings pending or, to Assignor's knowledge threatened, against Assignor in any court or before any governmental agency which might have an adverse effect on any of the Trademarks or the goodwill of the business symbolized thereby.
  - (g) Assignor is not subject to any order, writ, injunction or decree of any court or governmental agency which would prevent or impede the assignment of any of the Trademarks, or of any goodwill symbolized thereby, or which has created or would create a lien thereon or would affect or interfere with Assignee's use thereof or its rights therein.
3. In the event any third party infringes or otherwise violates Assignee's right, title and/or interest in and to any of the Trademarks, Assignor agrees to cooperate fully with Assignee to terminate such infringement or violation. Assignor agrees that Assignee has the exclusive right to prosecute and defend at its own expense all suits or proceedings before any court or governmental agency which involve in any way the validity of, title to, or infringement of any of the Trademarks.
4. Assignor hereby covenants and agrees to execute any and all documents reasonably requested by Assignee for the purpose of carrying out the intent and purposes of this Assignment. Assignor hereby further covenants and agrees that it will cooperate with Assignee to enable Assignee to enjoy, to the fullest extent, the right, title and interest intended to be herein conveyed. Assignor's cooperation shall include prompt production of pertinent facts and documents, giving of testimony, execution of petitions, oaths, specifications, declarations or other papers, and other assistance relating to the Trademarks, all to the extent deemed necessary or desirable by Assignee for participation in any legal or administrative proceedings involving the Trademarks, and otherwise fully carrying out the terms of this Assignment.
5. All the provisions of this Assignment shall inure to the benefit of Assignee and its successors, assigns and representatives and shall be binding on Assignor and its successors, assigns, and representatives.

IN TESTIMONY WHEREOF, Assignor has executed this Assignment as of the date first written above.

COPANION, INC.

By:  \_\_\_\_\_

Print Name: Edward V Jewlap

Title: President

Date: 7/27/2011