OP \$40.00 4037374

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 ETAS ID: TM308482 Stylesheet Version v1.2

SUBMISSION TYPE: NEW ASSIGNMENT

NATURE OF CONVEYANCE: NUNC PRO TUNC ASSIGNMENT

EFFECTIVE DATE: 01/02/2012

CONVEYING PARTY DATA

| Name | Formerly | Execution Date | Entity Type |
|----------------------------------|----------|----------------|----------------------|
| Bow Wow Pet Waste Products, Inc. | | 01/02/2012 | CORPORATION: FLORIDA |

RECEIVING PARTY DATA

| Name: | ZW USA, Inc. | |
|-----------------|------------------------------|--|
| Street Address: | 12316 World Trade Drive #102 | |
| City: | San Diego | |
| State/Country: | CALIFORNIA | |
| Postal Code: | 92128 | |
| Entity Type: | CORPORATION: CALIFORNIA | |

PROPERTY NUMBERS Total: 1

| Property Type | Number | Word Mark |
|----------------------|---------|----------------------------|
| Registration Number: | 4037374 | BOW WOW PET WASTE PRODUCTS |

CORRESPONDENCE DATA

Fax Number:

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.

Email: lolson@mandourlaw.com
Correspondent Name: Joseph A. Mandour

Address Line 1: 16870 West Bernardo Drive, Suite 400

Address Line 4: San Diego, CALIFORNIA 92127

| NAME OF SUBMITTER: | Joseph A. Mandour |
|--------------------|-------------------|
| SIGNATURE: | /jam/ |
| DATE SIGNED: | 06/23/2014 |

Total Attachments: 2

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TRADEMARK
REEL: 005308 FRAME: 0063

TRADEMARK ASSIGNMENT #4037374

This Trademark Assignment (the Agreement) is made and effective this 2nd day of Jan 2012, between BOW WOW WASTE PRODUCTS INC (the 'Assignor'), a corporation organized and existing under the laws of the FLORIDA with its head office located at 920 N Highway A1A, Indialantic, FL 32903 AND: ZW USA INC (the 'Assignee'), a corporation organized and existing under the laws of the CALIFORNIA with its head office located at 12310 World Trade Drive #107, San Diego, CA 92128.

WHEREAS, Assignor, is the owner of that certain trademark identified as follows: BOW WOW PET WASTE PRODUCTS, US Trademark # 4037374.

WHEREAS, Assignee, wishes to acquire the entire rights, title, and interest in the Trademark.

NOW, the parties agree as follows:

- 1. ASSIGNMENT: Assignor does hereby irrevocably assign to Assignee all rights, title, and interest, including but not limited to, all registration rights with respect to the Trademark, all rights to prepare derivative marks, all goodwill and all other rights, in and to the Trademark.
- 2. CONSIDERATION: In consideration for the assignment set forth in Section 1, Assignor shall pay Assignee the sum of \$1, payable on Jan 3, 2012.
- 3. REPRESENTATIONS AND WARRANTIES: Assignor represents and warrants to Assignee:
- a. Assignor has the right, power and authority to enter into this Agreement;
- lb. Assignor is the exclusive owner of all right, title and interest, including all intellectual property rights, in the Trademark;
- c. The Trademark is free of any liens, security interests, encumbrances or licenses;
- d. The Trademark does not infringe the rights of any person or entity;
- e. There are no claims, pending or threatened, with respect to Assignor's rights in the Trademark;
- f. This Agreement is valid, binding and enforceable in accordance with its terms; and
- g. Assignor is not subject to any agreement, judgment or order inconsistent with the terms of this Agreement.
- h.the Assignee can register and dispose of the copyright, trademark or tradename in the Assignee's own name.
- 4. ATTORNEY'S FEES: Should either party hereto, or any heir, personal representative, successor or assign of either party hereto, resort to litigation to enforce this Agreement, the party prevailing in such litigation shall be entitled, in addition to such other relief as may be granted, to recover its or their reasonable attorneys' fees and costs in such litigation from the party against whom enforcement was sought.

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- 5. ENTIRE AGREEMENT: This Agreement, contains the entire understanding and agreement between the parties hereto with respect to its subject matter and supersedes any prior or contemporaneous written or oral agreements, representations or warranties between them respecting the subject matter hereof.
- 6. AMENDMENT: This Agreement may be amended only by a writing signed by both parties.
- 7. SEVERABILITY: If any term, provision, covenant or condition of this Agreement, or the application thereof to any person, place or circumstance, shall be held by a court of competent jurisdiction to be invalid, unenforceable or void, the remainder of this Agreement and such term, provision, covenant or condition as applied to other persons, places and circumstances shall remain in full force and effect.
- 8. AGREEMENT TO PERFORM NECESSARY ACTS: Assignee agrees to perform any further acts and execute and deliver any documents that may be reasonably necessary to carry out the provisions of this Agreement.
- 9. GOVERNING LAW: This Agreement shall be construed in accordance with, and all actions arising hereunder shall be governed by, the laws of the State of California, San Diego County.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

ASSIGNOR

Joseph Chanda

President, Dow Wow Waste Products Inc

ASSIGNEE

Anthony Gilas

President ZW VSA

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RECORDED: 06/23/2014