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TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 ETAS ID: TM414281

Stylesheet Version v1.2

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
PetCoach, Inc.		07/11/2016	Corporation: DELAWARE

RECEIVING PARTY DATA

Name:	Kampo Inc.	
Doing Business As:	PetCoach	
Street Address:	100 East Lancaster Avenue	
Internal Address:	Suite 303	
City:	Wayne	
State/Country:	PENNSYLVANIA	
Postal Code:	19087	
Entity Type:	Corporation: DELAWARE	

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	4885049	PETCOACH

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.

Phone: 215-636-9220

Email: mcrossey@baercrossey.com

Correspondent Name: Michael Crossey
Address Line 1: 1500 Walnut Street

Address Line 2: Suite 501

Address Line 4: Philadelphia, PENNSYLVANIA 19102

NAME OF SUBMITTER:	SUBMITTER: Michael Crossey	
SIGNATURE:	/s/ Michael Crossey	
DATE SIGNED:	01/31/2017	

Total Attachments: 4

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Assignment of Trademarks

This Assignment of Trademarks ("<u>Assignment Agreement</u>") is made effective as of July 11, 2016 ("<u>Effective Date</u>"), by PetCoach, Inc., a Delaware corporation (the "<u>Assignor</u>"), in favor of Kampo Inc., a Delaware corporation ("<u>Assignee</u>").

WHEREAS, Assignor previously registered certain trademarks specified on Exhibit A hereto (the "Assigned Trademarks"); and

WHEREAS, pursuant to that certain Asset Purchase Agreement dated as of July 11, 2016, by and between Assignor and Assignee (the "Asset Purchase Agreement"), Assignee acquired from Assignor, and Assignor assigned, transferred, sold and conveyed to Assignee, the whole and entire title, rights, interests, benefits and privileges of Assignor in and to the Assigned Trademarks;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, in accordance with the Asset Purchase Agreement and intending to be legally bound, Assignor hereby, irrevocably and without reservation:

- 1. Assigns, transfers, sells and conveys, and confirms that Assignor has assigned, transferred, sold and conveyed, to Assignee the whole and entire right, title and interest in and to the Assigned Trademarks, including all goodwill associated therewith, and the right to sue for and the remedies resulting from past and future infringement of the foregoing, and rights of protection of interest therein under the laws of all jurisdictions.
- 2. Authorizes and requests the Commissioner for Trademarks of the United States of America and the empowered officials of all other governments to issue or transfer all Assigned Trademarks to Assignee, as assignee of the whole and entire right, title and interest therein or otherwise as Assignee may direct.
- 3. Covenants, agrees and undertakes to execute and deliver, wherever requested by the Assignee, all assignments, lawful oaths and any other papers and documents which Assignee may deem necessary or desirable for securing to Assignee or for maintaining for Assignee any and all of the Assigned Trademarks, all without further compensation to the Assignor.
- 4. Agrees that the Assignor is hereby legally bound, upon request and at the expense of Assignee or its successors or assigns or a legal representative thereof, to supply all information and evidence of which Assignor has knowledge or possession relating to the Assigned Trademarks (and the business identified by the Assigned Trademarks), and to provide testimony in any legal proceeding relating thereto.
- 5. Represents and warrants that (i) Assignor has full right, power and authority to assign the whole and entire right, title and interest in and to the Assigned Trademarks, and to consummate the assignment contemplated herein, and (ii) Assignor has full right, power, and authority to enter into, execute and deliver this Assignment Agreement, the

execution and delivery of which have been duly authorized by all necessary action on the part of Assignor and (iii) no other authorization or proceedings on the part of Assignor are necessary to authorize this assignment.

This Assignment Agreement shall inure to the benefit of, and be binding upon, the successors, assigns, heirs, or legal representatives of Assignor and Assignee.

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

PETCOACH, INC.

By:___

Name: David Martin

Title:

President

EXHIBIT A

Trademark	Registration No.	Registration Date
PETCOACH	4,885,049	January 12, 2016

RECORDED: 01/31/2017