

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM416960

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Citybark Management Services, Inc.		02/16/2017	Corporation: COLORADO
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	PETSuites of America, Inc.		
<b>Street Address:</b>	29229 Canwood Street		
<b>Internal Address:</b>	Suite 100		
<b>City:</b>	Agoura Hills		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	91301		
<b>Entity Type:</b>	Corporation: DELAWARE		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2893470	CITY BARK	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<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>			
<b>Email:</b>	mruffin@branscombpc.com		
<b>Correspondent Name:</b>	Megan Ruffin		
<b>Address Line 1:</b>	5615 Kirby Drive		
<b>Address Line 2:</b>	Suite 780		
<b>Address Line 4:</b>	Houston, TEXAS 77005		
<b>NAME OF SUBMITTER:</b>	Megan L. Ruffin		
<b>SIGNATURE:</b>	/s/ Megan L. Ruffin		
<b>DATE SIGNED:</b>	02/22/2017		
<b>Total Attachments: 4</b>			
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OP \$40.00 2893470

## IP ASSIGNMENT

**THIS IP ASSIGNMENT** (this “**Assignment**”) is made and entered into as of this February 16, 2017, by and among PETSUITES OF AMERICA, INC., a Delaware corporation (the “**Buyer**”), Citybark Management Services, Inc., a Colorado corporation (the “**Seller**”), and Scott Delmoro and Nicole Delmoro (each a “**Shareholder**,” and together with Seller, collectively referred to as the “**Selling Parties**”).

**WHEREAS**, the Buyer and the Selling Parties have entered into the Membership Interest Purchase Agreement dated the date hereof, and together with Michele Eastman, have entered into a second Membership Interest Purchase Agreement dated the date hereof (each a “**Purchase Agreement**”), whereby, among other things, the Selling Parties have agreed to sell, transfer and deliver to the Buyer 80% of the outstanding membership interests in each of the four subsidiaries of Seller operating pet daycare/boarding services under the name “City Bark”; and

**WHEREAS**, in connection with the transactions contemplated by the Purchase Agreement, Seller will assign the following intellectual property (the “**IP Assets**”) to Buyer pursuant to the terms of this Assignment: the federally registered service mark and/or trademark for a logo design, which includes the words “City Bark,” in the United States of America for International Class 43 kennel services and dog day care, and International Class 44 for pet sitting and animal grooming, registered with the U.S. Patent and Trademark Office on October 12, 2004 under U.S. Reg. No. 2893470, together with all related or associated rights.

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. **Assignment of IP Assets.** The Selling Parties do hereby assign, transfer and deliver to the Buyer, and the Buyer does hereby accept from the Selling Parties, all of their rights, title and interest in and to the IP Assets.
2. **Further Assurances.** The Selling Parties do hereby covenant and agree to, upon the request of the Buyer, execute, acknowledge and deliver, or cause to be done, executed, acknowledged and delivered, all such further acts, assignments, transfers, assurances and instruments as the Buyer may reasonably request to assign and transfer the IP Assets to the Buyer and to assure to the Buyer the continued possession, control and enjoyment of the IP Assets.
3. **Purchase Agreements.** Nothing herein shall be deemed to modify or diminish the representations, warranties, covenants and obligations of the parties under the Purchase Agreements.
4. **Governing Law.** This instrument shall be construed and governed in accordance with the internal laws of the State of Colorado, without giving effect to principles of conflicts of law.
5. **Effective Date.** This instrument shall be effective as of the date hereof.

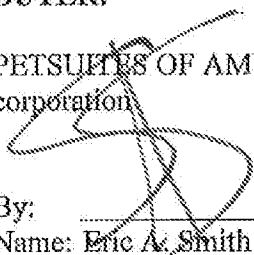
6. **Counterparts.** This Assignment may be executed in any number of counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument. A facsimile, telecopy, PDF or other reproduction of this Assignment may be executed by one or more parties hereto, and an executed copy of this Assignment may be delivered by one or more parties by facsimile or similar electronic transmission device pursuant to which the signature of or on behalf of such party can be seen, and such execution and delivery shall be considered valid, binding and effective for all purposes. At the request of any party, all parties agree to execute an original of this Assignment as well as any facsimile, telecopy, PDF or other reproduction hereof.

*[Signature page(s) follow]*

IN WITNESS WHEREOF, this Assignment has been executed and delivered on the date first above written.

**BUYER:**

PETSUPERS OF AMERICA, INC., a Delaware corporation

By:   
Name: Eric A. Smith  
Its: General Counsel

**SELLER:**

CITYBARK MANAGEMENT SERVICES, INC., a Colorado corporation

By: \_\_\_\_\_  
Name: Nicole Delmoro  
Its: President

**SHAREHOLDERS:**

\_\_\_\_\_  
Nicole Delmoro

\_\_\_\_\_  
Scott Delmoro

*[Signature Page to Assignment for IP Assets]*

IN WITNESS WHEREOF, this Assignment has been executed and delivered on the date first above written.

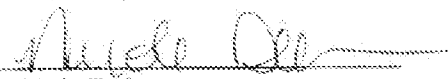
**BUYER:**

PETSUITES OF AMERICA, INC., a Delaware corporation

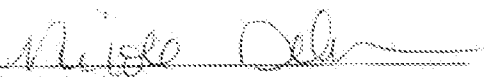
By: \_\_\_\_\_  
Name: Eric A. Smith  
Its: General Counsel

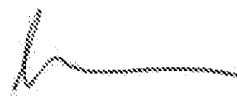
**SELLER:**

CITYBARK MANAGEMENT SERVICES, INC., a Colorado corporation

By:   
Name: Nicole Delmoro  
Its: President

**SHAREHOLDERS:**

  
Nicole Delmoro

  
Scott Delmoro

*[Signature Page to Assignment for IP Assets]*