

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM476976

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Perry Hall Animal Hospital, Inc.		05/30/2018	Corporation: MARYLAND
RECEIVING PARTY DATA			
Name:	NVA Perry Hall Veterinary Management, LLC		
Doing Business As:	Perry Hall Animal Hospital		
Street Address:	29229 Canwood Street, Suite 100		
City:	Agoura Hills		
State/Country:	CALIFORNIA		
Postal Code:	91301		
Entity Type:	Limited Liability Company: MARYLAND		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4793829	PERRY HALL ANIMAL HOSPITAL	
CORRESPONDENCE DATA			
Fax Number:	2105985405		
<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:	210-598-5400		
Email:	mpayne@branscombbpc.com		
Correspondent Name:	Michael Payne		
Address Line 1:	711 Navarro Street, Suite 500		
Address Line 4:	San Antonio, TEXAS 78205		
NAME OF SUBMITTER:	Michael G. Payne		
SIGNATURE:	/s/ Michael G. Payne		
DATE SIGNED:	06/06/2018		
Total Attachments: 4			
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OP \$40.00 4793829

ASSIGNMENT OF SERVICE MARK

THIS ASSIGNMENT OF SERVICE MARK (this “**Assignment**”) is made and entered into as of this May 30, 2018, by and among NVA PERRY HALL VETERINARY MANAGEMENT, LLC, a Maryland limited liability company (“**Buyer**”) and a wholly owned subsidiary of NATIONAL VETERINARY ASSOCIATES, INC., a Delaware corporation (“**NVA**”), PERRY HALL ANIMAL HOSPITAL, INC., a Maryland corporation (“**Seller**”), Tara Klimovitz, DVM (“**Klimovitz**”) and Michele Deschu (“**Deschu**” and, together with Klimovitz, the “**Stockholders**”; Stockholders, together with Seller, collectively referred to as the “**Selling Parties**”).

WHEREAS, the Stockholders are the sole stockholders of the Seller;

WHEREAS, the Buyer and the Selling Parties have entered into that certain Asset Purchase Agreement dated the date hereof (the “**Purchase Agreement**”), whereby the Selling Parties have agreed to sell, transfer and deliver to the Buyer the Assets, and the Buyer has agreed to purchase the Assets from the Selling Parties, on the terms and conditions set forth in Purchase Agreement;

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 “PERRY HALL ANIMAL HOSPITAL” in the United States of America for International Class 44 and U.S. Classes 100 and 101, registered with the U.S. Patent and Trademark Office on December 11, 2014 under U.S. Reg. No. 86478072, together with all related or associated rights; and

WHEREAS, all capitalized terms not otherwise defined herein shall have the meanings assigned to them in the Purchase Agreement.

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 Agreement.** Nothing herein shall be deemed to modify or diminish the representations, warranties, covenants and obligations of the parties under the Purchase Agreement.

4. **Governing Law.** This instrument shall be construed and governed in accordance with the internal laws of the State of Maryland, without giving effect to principles of conflicts of law.

5. **Effective Date.** This instrument shall be effective as of the date hereof.

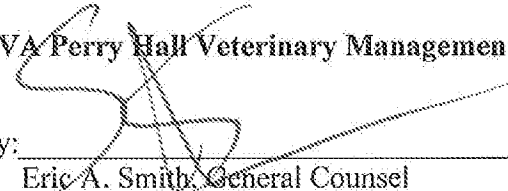
6. **Counterparts.** This Assignment may be executed in any number of counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument. A facsimile, telecopy, PDF or other reproduction of this Assignment may be executed by one or more parties 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:

~~NVA Perry Hall Veterinary Management, LLC~~

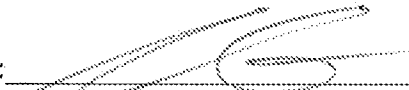
By: 
Eric A. Smith, General Counsel


[Signature Page to Tradename and Trademark Assignment]

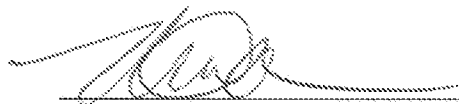
TRADEMARK
REEL: 006347 FRAME: 0775

SELLING PARTIES:

Perry Hall Animal Hospital, Inc.

By: 
Tara Klimovitz, President


Tara Klimovitz, DVM


Michele Deschu

[Signature Page to Tradename and Trademark Assignment]