

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM496752

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL
SEQUENCE:	2

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
James Dobies		10/31/2018	INDIVIDUAL:
UVI Holdings LLC		10/31/2018	Limited Liability Company:
Urgentvet Inc		10/31/2018	Corporation:
South Point Pet Hospital PLLC		10/31/2018	Limited Liability Company
Urgentvet SC LLC		10/31/2018	Limited Liability Company

RECEIVING PARTY DATA

Name:	AVG of North Carolina LLC
Street Address:	14604 Galt Lake Drive
City:	Tampa
State/Country:	FLORIDA
Postal Code:	33626
Entity Type:	Limited Liability Company: NORTH CAROLINA

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	5036623	UV

CORRESPONDENCE DATA

Fax Number: 8132239620
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: 8132249255
Email: etomlin@bushross.com
Correspondent Name: Elizabeth Tomlin
Address Line 1: 1801 N Highland Ave
Address Line 4: Tampa, FLORIDA 33602

NAME OF SUBMITTER:	Elizabeth Tomlin
SIGNATURE:	/elizabeth.tomlin/
DATE SIGNED:	11/05/2018
Total Attachments: 6	

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ASSIGNMENT OF INTELLECTUAL PROPERTY

This Assignment of Intellectual Property (the "Assignment"), dated effective as of October 31, 2018, is entered into by and among JAMES DOBIES, an individual ("Dobies"), UVI HOLDINGS, LLC, a North Carolina limited liability company ("UVI"), URGENTVET, INC., a North Carolina professional corporation ("UrgentVet"), SOUTH POINT PET HOSPITAL, PLLC, a North Carolina professional limited liability company ("SPPH"), URGENTVET SC LLC, a South Carolina limited liability company ("UVSC", and collectively with Dobies, UVI, UrgentVet and SPPH, "Assignor"), and AVG OF NORTH CAROLINA LLC, a North Carolina limited liability company ("Assignee").

BACKGROUND INFORMATION

Assignor has developed and owns valuable intellectual property assets related to the urgent care veterinary service business model known as "UrgentVet" (the "Business"), including trademarks, trade names, copyrights, designs, systems, business methods, processes and associated goodwill (the "Intellectual Property"). Upon execution of this Assignment, Assignee shall acquire and, thus, be entitled to exercise all right, title and interest in and to all Intellectual Property related to the Business.

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

OPERATIVE PROVISIONS

1. Assignment of Marks. Assignor hereby grants and assigns to Assignee, its successors and assigns, effective as of the date of this Assignment, the entire right, title and interest of Assignor in and to (a) the worldwide rights, title and interest in, to and under Assignor's registered and unregistered domestic and foreign service marks, trademarks, trademark applications and trade names associated with the Business including, but not limited to, the registered trademarks listed on Exhibit A attached hereto (all of the foregoing being referred to herein as the "Marks"); (b) all federal, state and foreign registrations related to the Marks and all pending applications therefor; (c) all statutory, common law, equitable and civil law rights (whether arising under federal, state or foreign law) related to the Marks; (d) all of the goodwill associated with the Marks; (e) all rights to income, royalties, license and franchise fees and any other payments now or hereafter due or payable with respect to the Marks, including, without limitation, all damages and payments for past, present and future infringements thereof; (f) the right to sue for, and all rights of recovery with respect to, all past, present and future infringements of the Marks; and (g) all rights of Assignor under all license agreements with respect to the Marks, the same to be held and enjoyed by Assignee and its successors and assigns as fully as the same would have been held and enjoyed by Assignor had this assignment not have been made.

2. Assignment of Copyrights. Assignor does hereby sell, assign, and transfer to Assignee, its successors and assigns, effective as of the date of this Assignment, the entire right, title and interest of Assignor in and to (a) the copyrights in the Business and any registrations and copyright applications relating thereto and any renewals and extensions thereof; (b) all works based upon, derived from or incorporating the Business; (c) all income, royalties, damages, claims and payments now or hereafter due or payable with respect thereto; (d) all causes of action, either in law or in equity for past, present or future infringement based on the copyrights; and (e) all rights corresponding to the foregoing throughout the world.

3. Assignment of All Other Intellectual Property. Assignor hereby transfers, grants, conveys, assigns and relinquishes exclusively to Assignee all of Assignor's right, title and interest in and

to all other Intellectual Property owned or claimed by Assignor in the Business, including, without limitation, any and all processes, designs, business methods, systems, inventions, whether or not patentable, and any and all trade secrets, ideas, formulas, improvements, discoveries, developments, designs, techniques (including manufacturing techniques), mask works, know-how, artwork, data, programs, software, source and object codes and any other works of authorship or other copyrightable or patentable works associated in any way with the Business (collectively, the “Other Intellectual Property Rights”). Assignor hereby acknowledges that, from this date forward, Assignee has succeeded to all of Assignor’s right, title and interest throughout the world to (a) receive all rights to income, royalties, license and franchise fees and any other payments now or hereafter due or payable with respect to the Other Intellectual Property Rights; (b) institute and prosecute all suits and proceedings and take all actions that Assignee, in its sole discretion, may deem necessary or proper to collect, assert or enforce any claim, right or title of any kind in and to any and all of the Other Intellectual Property Rights for past or future infringements thereof; (c) defend and compromise any and all such actions, suits or proceedings relating to such transferred and assigned rights, title, interest and benefits; and (d) do all such other acts and things in relation thereto as Assignee, in its sole discretion, deems advisable.

4. Representations and Warranties of Assignor. Assignor represents and warrants to, and covenants with, Assignee that:

a. Authorization. When executed and delivered by Assignor, this Assignment will be the valid and binding obligation of Assignor and enforceable in accordance with its terms.

b. Consent. No consent, approval or authorization of or registration, qualification, designation, declaration or filing with any governmental authority or private person or entity on the part of Assignor is required in connection with the execution and delivery of this Assignment or the consummation of any other transaction contemplated hereby.

c. No Contractual Violation. Neither the execution nor delivery of this Assignment by Assignor will constitute a violation of or a default under, or conflict with, any term or provision of any contract, commitment, indenture or other agreement, or of any other private restriction of any kind, to which Assignor is a party or by which Assignor is otherwise bound.

d. Title to Intellectual Property. Assignor owns one hundred percent (100%) of all of the rights, title and interest in and to the Intellectual Property and has good and marketable title to the Intellectual Property, free and clear of all liens, claims, encumbrances and restrictions, legal or equitable, of every kind. Assignor has full and unrestricted legal right, power and authority to sell, assign and transfer the Intellectual Property to Assignee without obtaining the consent or approval of any other person or governmental authority, and the execution and delivery of this Assignment will transfer valid title thereto, free and clear of all liens, encumbrances, claims and restrictions of every kind.

5. Amendments. This Assignment may be amended only by a writing signed by each of the parties hereto.

6. No Assignment. Assignor has not assigned any portion of the Intellectual Property, inclusive of the Marks, copyrights and Other Intellectual Property Rights described in this Assignment, to any third party.

7. Binding Agreement. This Assignment shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, successors or assigns.

8. Attorneys' Fees; Governing Law. The prevailing party in any action or proceeding between the parties hereto with respect to this Assignment and the transactions contemplated hereby shall be entitled to have and recover all costs, expenses and reasonable attorneys' fees incurred in connection therewith, including any such fees and costs incurred upon any appeals. This Assignment shall be interpreted in accordance with the laws of the State of Florida. Venue for any such action shall be proper only in Hillsborough County, Florida.

9. Counterparts. This Assignment may be executed in one or more counterparts, each of which shall be deemed an original.

10. Further Assurances. Assignor agrees, without further consideration, to execute, acknowledge and deliver to Assignee, or to cause the execution, acknowledgement and delivery to Assignee of, such further documents and instruments as Assignee may reasonably request to effectuate and record this Assignment, including, but not limited to, the execution of assignments in recordable form in each jurisdiction where registrations or applications for the Marks or the copyrights may be issued or pending.

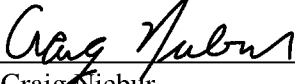
[SIGNATURES TO FOLLOW]

IN WITNESS WHEREOF, Assignor has caused this Assignment of Intellectual Property to be duly executed and delivered as of the day and year first above written.

ASSIGNEE:

AVG OF NORTH CAROLINA LLC, a North Carolina limited liability company

By: AVG Intermediate Holdings, LLC a Florida limited liability company

By: 
Name: Craig Niebur
Title: Chief Executive Officer

ASSIGNOR:

James Dobies, individually

UVI HOLDINGS, LLC, a North Carolina limited liability company

By: _____
Name: Dr. James Dobies, D.V.M.
Title: Manager

URGENTVET, INC., a North Carolina professional corporation

By: _____
Name: Dr. James Dobies, D.V.M.
Title: President

SOUTH POINT PET HOSPITAL, PLLC, a North Carolina professional limited liability company

By: _____
Name: Dr. James Dobies, D.V.M.
Title: Manager

URGENTVET SC LLC, a South Carolina limited liability company

By: _____
Name: Dr. James Dobies, D.V.M.
Title: Manager

[SIGNATURE PAGE TO ASSIGNMENT OF INTELLECTUAL PROPERTY]

IN WITNESS WHEREOF, Assignor has caused this Assignment of Intellectual Property to be duly executed and delivered as of the day and year first above written.

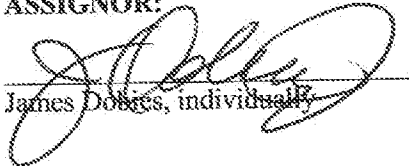
ASSIGNEE:

AVG OF NORTH CAROLINA LLC, a North Carolina limited liability company

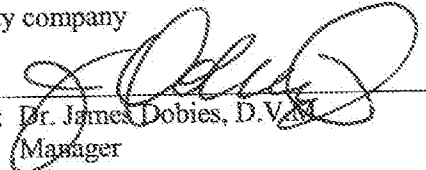
By: AVG Intermediate Holdings, LLC a Florida limited liability company

By: _____
Name: Craig Niebur
Title: Chief Executive Officer


ASSIGNOR:


James Dobies, individually

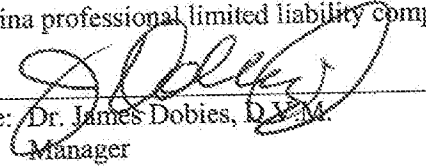
UVI HOLDINGS, LLC, a North Carolina limited liability company

By: 
Name: Dr. James Dobies, D.V.M.
Title: Manager

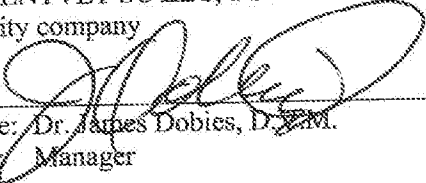
URGENTVET, INC., a North Carolina professional corporation

By: 
Name: Dr. James Dobies, D.V.M.
Title: President

SOUTH POINT PET HOSPITAL, PLLC, a North Carolina professional limited liability company

By: 
Name: Dr. James Dobies, D.V.M.
Title: Manager


URGENTVET SC LLC, a South Carolina limited liability company

By: 
Name: Dr. James Dobies, D.V.M.
Title: Manager

[SIGNATURE PAGE TO ASSIGNMENT OF INTELLECTUAL PROPERTY]

EXHIBIT A

Registered Trademarks

<u>Owner</u>	<u>Trademark</u>	<u>Serial/Registration #</u>	<u>Registration Date</u>
Urgent Vet, Inc.	<i>Your pet can't wait to feel better.</i> [™]	86896497/5036480	September 6, 2016
Urgent Vet, Inc.	 [™]	86945174/5036623	September 6, 2016