

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM561943

<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>
Atlantic Animal Health, LLC		02/07/2020	Limited Liability Company: FLORIDA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	NVA Atlantic Veterinary Management, LLC		
<b>Street Address:</b>	29229 Canwood Street, Suite 100		
<b>Internal Address:</b>	Attention: General Counsel		
<b>City:</b>	Agoura Hills		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	91301		
<b>Entity Type:</b>	Limited Liability Company: FLORIDA		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	77710354		
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2102458096		
<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>Phone:</b>	210-245-7992		
<b>Email:</b>	cryan@paynepllc.com		
<b>Correspondent Name:</b>	Carrie P. Ryan		
<b>Address Line 1:</b>	4040 Broadway, Suite 530		
<b>Address Line 4:</b>	San Antonio, TEXAS 78209		
<b>NAME OF SUBMITTER:</b>	Carrie. P. Ryan		
<b>SIGNATURE:</b>	/s/ Carrie P. Ryan/		
<b>DATE SIGNED:</b>	02/13/2020		
<b>Total Attachments: 3</b>			
source=Final executed Assignment of Service Marks (Atlantic) (00034457xEE97A)#page1.tif			
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source=Final executed Assignment of Service Marks (Atlantic) (00034457xEE97A)#page3.tif			

OP \$40.00 77710354

## ASSIGNMENT OF SERVICE MARKS

**THIS ASSIGNMENT OF SERVICE MARKS** (this “**Assignment**”) is made and entered into as of February 7, 2020, by and among NVA ATLANTIC VETERINARY MANAGEMENT, LLC, a Florida limited liability company (“**Buyer**”), ATLANTIC ANIMAL HEALTH, LLC, a Florida limited liability company (“**Seller**”), and Aman Sukhija, DVM, as trustee of the AMAN SUKHUJA REVOCABLE TRUST (the “**Owner**” and, together with Seller, the “**Selling Parties**”).

**WHEREAS**, the Owner is the sole member of the Seller;

**WHEREAS**, the Buyer and the Selling Parties have entered into that certain Contribution Agreement dated the date hereof (the “**Contribution Agreement**”), whereby the Selling Parties have agreed to contribute, convey, assign, transfer and deliver to the Buyer certain assets, and the Buyer has agreed to accept such assets from the Selling Parties, on the terms and conditions set forth in the Contribution Agreement;

**WHEREAS**, in connection with the transactions contemplated by the Contribution Agreement, the Selling Parties are hereby assigning the following intellectual property (the “**Service Mark Assets**”) to Buyer pursuant to the terms of this Assignment: (1) the federally registered service mark and/or trademark in the United States of America, registered with the U.S. Patent and Trademark Office on November 10, 2009 under U.S. Reg. No. 3708254 and serial number 77710354, together with all related or associated rights, assets and goodwill; and

**WHEREAS**, all capitalized terms not otherwise defined herein shall have the meanings assigned to them in the Contribution 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 Service Mark 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 Service Mark 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 Service Mark Assets to the Buyer and to assure to the Buyer the continued possession, control and enjoyment of the Service Mark Assets.
3. **Contribution Agreement**. Nothing herein shall be deemed to modify or diminish the representations, warranties, covenants and obligations of the parties under the Contribution Agreement.

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

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

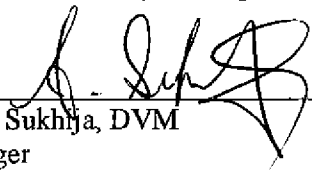
6. **Counterparts.** This Assignment may be executed in any number of counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument. A facsimile, telecopy, PDF or other reproduction of this Assignment may be executed by one or more parties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

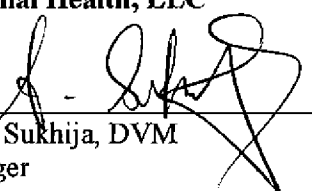
**BUYER:**

**NVA Atlantic Veterinary Management, LLC**

By:   
Name: Aman Sukhija, DVM  
Title: Manager

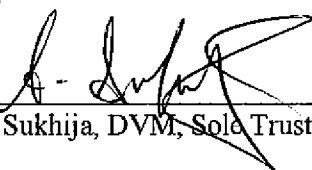
**SELLER:**

**Atlantic Animal Health, LLC**

By:   
Name: Aman Sukhija, DVM  
Title: Manager

**OWNER:**

**Aman Sukhija Revocable Trust**

By:   
Aman Sukhija, DVM, Sole Trustee

*[Signature Page to Assignment of Service Marks]*