

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM600164

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Pet Qwerks, Inc.		08/14/2020	Corporation:
RECEIVING PARTY DATA			
Name:	Dorskocil Manufacturing Company, Inc.		
Street Address:	2300 E. Randol Mill Rd.		
City:	Arlington		
State/Country:	TEXAS		
Postal Code:	76011		
Entity Type:	Corporation: TEXAS		
PROPERTY NUMBERS Total: 8			
Property Type	Number	Word Mark	
Registration Number:	5951794	BONGO BARKBONE	
Registration Number:	5855827	BABBLE BALL	
Registration Number:	5361189	FLAVORIT BARKBONE	
Registration Number:	5361188	BARKBONE	
Registration Number:	4769743	FLAVORIT	
Registration Number:	3217801	INCREDIBUBBLES	
Registration Number:	2983280	PET QWERKS	
Serial Number:	88808720	ZOMBIE	
CORRESPONDENCE DATA			
Fax Number:			
<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:	2022930444		
Email:	mailpto@giplaw.com		
Correspondent Name:	Global ip counselors, llp		
Address Line 1:	1233 20th street, n.w.		
Address Line 2:	suite 600		
Address Line 4:	washington, D.C. 20036		
NAME OF SUBMITTER:	Daniel hwang		
SIGNATURE:	/Daniel Hwang/		

CH \$215.00 5951794

DATE SIGNED:	09/29/2020
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Total Attachments: 6

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INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This Intellectual Property Assignment Agreement (this “**Agreement**”), dated August 14, 2020, is made by and between Pet Qwerks, Inc., a California corporation (the “**Assignor**”), and Daskocil Manufacturing Company, Inc., a Texas corporation (the “**Assignee**”). Capitalized terms used but not otherwise defined in this Agreement shall have the meanings assigned to them in the Purchase Agreement (as defined below).

WHEREAS, Assignor, Assignee, Shane P. Gick, and James W. Gick, individually, and as Trustee of the James W. Gick Trust UTD 12/09/2013 have entered into an Asset Purchase Agreement, dated as of the date hereof (the “**Purchase Agreement**”).

WHEREAS, pursuant to the Purchase Agreement, Assignor has agreed to sell, assign, transfer, convey and deliver to Assignee all of Assignor’s right, title and interest in and to all of the Seller Intellectual Property, including, without limitation, the Intellectual Property set forth on Exhibit A, attached hereto.

NOW, THEREFORE, in consideration of the foregoing premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Effective as of the Closing, Assignor hereby irrevocably sells, assigns, transfers, conveys and delivers to Assignee, and Assignee hereby accepts, all right, title and interest in and to the Seller Intellectual Property (including, without limitation, the Intellectual Property set forth on Exhibit A hereto) and all goodwill associated therewith, including, without limitation: all intellectual property rights in any jurisdiction throughout the world, by whatever name or term known or designated, tangible or intangible, whether arising by operation of Law, Contract, or otherwise, including: (i) Copyrights; (ii) Domain Names; (iii) Patents; (iv) Software; (v) Trademarks; (vi) Trade Secrets; (vii) rights of publicity; (viii) Intellectual Property Licenses; (ix) Trade Dress; and (x) claims and rights in and to all income, royalties, damages, claims, and payments now or hereafter due or payable with respect to all or any of the foregoing, and in and to all causes of action, either in law or in equity, for past, present or future infringement, misappropriation, violation, dilution, unfair competition or other unauthorized use or conduct in derogation or violation of or based on any of the foregoing rights, and the right to receive all proceeds and Damages therefrom. Assignor does hereby waive all claim of any proprietary or moral rights (or droit moral) in the Seller Intellectual Property. Assignor acknowledges that, by transferring and assigning the Seller Intellectual Property to Assignee, Assignor is also prohibited from creating works (or authorizing derivative works to be created) incorporating or based upon the Seller Intellectual Property.

2. Assignor shall, at Assignee’s expense, take all further actions, and provide to Assignee, Assignee’s successors, assigns or other legal representatives, all such cooperation and assistance (including, without limitation, the execution and delivery, in a timely manner, of any and all affidavits, declarations, oaths, exhibits, assignments, powers of attorney or other documentation), reasonably requested by Assignee to more fully and effectively effectuate the purposes of this Agreement, including, without limitation, with respect to (i) the preparation and prosecution of any applications relating to the rights assigned herein, (ii) the prosecution or

defense of any interference, opposition, reexamination, reissue, infringement, or other proceedings that may arise in connection with any of the rights assigned herein, including, without limitation, testifying as to any facts relating to the Seller Intellectual Property or this Agreement, and (iii) the implementation or perfection of this Agreement in all applicable jurisdictions throughout the world. Assignor agrees to cooperate with Assignee and to follow Assignee's reasonable instructions in order to effectuate the transfer of the registrations for the domain names in a timely manner. Without limiting the generality of the foregoing, Assignor agrees to correspond with each registrar of the domain names to authorize transfer of the registrations for the domain names, as soon as practicable after the date of this Agreement. Assignee shall bear the fees of the registrars required in connection with any transfer of the domain names.

3. Assignor hereby authorizes the Commissioner of Patents and the Commissioner for Trademarks of the United States Patent and Trademark Office, the Register of Copyrights in the United States Copyright Office, and the officials of corresponding entities or agencies in any applicable jurisdictions to record and register this Agreement upon request by Assignee.

4. This Agreement may not be amended or modified in any respect, except by a written instrument signed by all of the parties to this Agreement making specific reference to this Agreement. This Agreement shall inure to the benefit of and be binding upon the parties and their respective successors and permitted assigns.

5. This Agreement may be executed in one or more counterparts, each of which will be deemed to be an original but all of which together will constitute one and the same document. Any signature to this Agreement delivered via facsimile, electronic mail or in .pdf format shall be deemed an original for all purposes.

6. This Agreement is governed by and construed in accordance with the internal laws of the State of Delaware, without regard to conflict of laws principles.

7. If any term, provision or clause hereof, or of any other agreement or document which is required by this Agreement, is held to be invalid, such invalidity shall not affect or render invalid any other provision or clause hereof or thereof, the consideration of mutuality of which can be given effect without such invalid provision, and all of which shall remain in full force and effect. If any provision of this Agreement is so broad as to be unenforceable, such provision shall be interpreted to be only as broad as is enforceable under applicable law.

8. Notwithstanding anything herein to the contrary, the provisions of this Agreement shall be subject to the provisions of the Purchase Agreement, including, without limitation, the representations, warranties, covenants, agreements and indemnities, which are incorporated herein by this reference. If and to the extent the provisions of this Agreement are inconsistent in any way with the provisions of the Purchase Agreement, the provisions of the Purchase Agreement shall be controlling. Nothing contained herein shall be deemed to alter, modify, expand or diminish the terms and provisions set forth in the Purchase Agreement. Nothing contained in this Agreement may be construed as a waiver of any of the rights or remedies of the

parties hereto as set forth in, or arising in connection with, the Purchase Agreement or any other instrument or document delivered by the parties hereto pursuant to the Purchase Agreement.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have executed this IP Assignment Agreement as of the date first set forth above.

ASSIGNOR

PET QWERKS, INC.

By: 

Name: James W. Gick

Title: Chief Executive Officer/President

ASSIGNEE

**DOSKOCIL MANUFACTURING COMPANY,
INC.**

By: _____

Name: Alice Tillett

Title: Chief Executive Officer

[Signature Page to the IP Assignment Agreement]

IN WITNESS WHEREOF, the parties hereto have executed this IP Assignment Agreement as of the date first set forth above.

ASSIGNOR

PET QWERKS, INC.

By: _____

Name: James W. Gick

Title: Chief Executive Officer/President

ASSIGNEE

DOSKOCIL MANUFACTURING COMPANY,
INC.

By: *Alice Tillett* _____

Name: Alice Tillett

Title: Chief Executive Officer

[Signature Page to the IP Assignment Agreement]

EXHIBIT A**SELLER INTELLECTUAL PROPERTY**

Pet Qwerks, Inc.		
Trademarks & Trade Names		
Zombie	Serial No. 88808720	Filed February 24, 2020 (Application Pending).
Bongo Barkbone	Registration No. 5951794	Registered December 31, 2019.
Babble Ball	Registration No. 5855827	Registered September 10, 2019.
Flavorit Barkbone	Registration No. 5361189	Registered December 19, 2017.
Barkbone	Registration No. 5361188	Registered December 19, 2017.
Flavorit	Registration No. 4769743	Registered July 7, 2015.
IncrediBubbles	Registration No. 3217801	Registered March 13, 2007
Pet Qwerks	Registration No. 2983280	Registered September 8, 2005.
Unregistered Trademarks & Tradenames		
Domain Names and Social Media Accounts		
facebook.com/petqwerks/	Instagram.com/petqwerks/	twitter.com/petqwerkstoys
pinterest.com/petqwerks/	linkedin.com/company/petqwerks- inc/	youtube.com/petqwerks
Patents		
Dog Chew Toy	Patent No. D884,296	Issued May 12, 2020
Dog Chew Toy	Patent No. D884,294	Issued May 12, 2020
Dog Chew Toy	Patent No. D877,992	Issued March 10, 2020
Dog Chew Toy	Patent No. D869,786	Issued December 10, 2019
Dog Chew Toy	Patent No. D858,907	Issued September 3, 2019
Dog Chew Toy	Patent No. D819,279	Issued May 29, 2018
Dog Chew Toy	Patent No. D819,899	Issued June 5, 2018
Chew Toy	Patent No. 9,585,368	Issued March 7, 2017
Pet Toy	Patent No. D665,135	Issued August 7, 2012
Pet Toy	Patent No. D553,809	Issued October 23, 2007
Patent Applications		
Toy For Pets	Serial No. 29666843	
Dog Chew Toy	Serial No. 29676249.	
Dog Chew Toy	Serial No. 29695833.	