OP \$240.00 4501467

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM714865

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

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
FPW International LLC		02/03/2022	Limited Liability Company: COLORADO

RECEIVING PARTY DATA

Name:	PAW Acquisition I Corp.		
Street Address:	1349 Aqui Esta, Unit 134		
City:	Punta Forda		
State/Country:	FLORIDA		
Postal Code:	33950		
Entity Type:	Corporation: DELAWARE		

PROPERTY NUMBERS Total: 9

Property Type	Number	Word Mark
Registration Number:	4501467	CANINE GYM
Registration Number:	4508388	CANINE GYM
Serial Number:	88531441	CANINEGYM
Registration Number:	3797098	FITPAWS
Registration Number:	4653151	FITPAWS
Registration Number:	4199564	FITPAWS
Registration Number:	4199563	FITPAWS
Registration Number:	6194891	FITPAWS
Registration Number:	4421755	K9FITVEST

CORRESPONDENCE DATA

Fax Number: 8446706009

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: 702-550-4400

Email: TRADEMARKSLV@DICKINSONWRIGHT.COM

Correspondent Name: Shauna L. Norton

Address Line 1: 3883 Howard Hughes Parkway, Suite 800

Address Line 4: Las Vegas, NEVADA 89169

NAME OF SUBMITTER: Shauna L. Norton

SIGNATURE:	/Shauna L. Norton/				
DATE SIGNED:	03/16/2022				
Total Attachments: 6					
source=Trademark_Assignment_FPW_I	InternationalLLC_to_PAW_Acquisition_I_Corpeffective_2_3_2022fu	l#pa			
source=Trademark_Assignment_FPW_I	InternationalLLC_to_PAW_Acquisition_I_Corpeffective_2_3_2022fu	l#pa			
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TRADEMARK ASSIGNMENT

This Trademark Assignment (this "<u>Assignment</u>") is made and entered into effective as of February 3, 2022, by and between FPW International, LLC, a Colorado limited liability company with an address at 4421 S. Yosemite Court, Greenwood Village, CO 80111 ("<u>Assignor</u>"), and PAW Acquisition I Corp, a Delaware corporation, with an address at 1349 Aqui Esta, Unit 134, Punta Forda, Florida 339<u>50</u> ("<u>Assignee</u>").

WHEREAS, Assignor and Assignee are parties to the IP Assignment Agreement of an even date herewith, whereby Assignor has agreed to assign the Trademarks (as defined below), and to execute and deliver this Assignment for recording with governmental authorities including, but not limited to, the U.S. Patent and Trademark Office.

- Assignment. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby irrevocably conveys, transfers and assigns to Assignee all of Assignor's right, title and interest in and to the following (the "Trademarks"), together with the goodwill of the business connected with the use of and symbolized by the Trademarks: (a) trademarks, and trademark applications and registrations, and all extensions and renewals thereof, set forth on Attachment A hereto, provided that, with respect to intent-to-use applications, if any, the transfer of such accompanies the transfer of Assignor's ongoing and existing business or portion thereof to which the trademark pertains; (b) all rights of any kind of Assignor accruing under any of the foregoing provided by applicable law, treaties and conventions, and otherwise throughout the world; (c) any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and (d) any and all claims and causes of action with respect to any of the foregoing, whether accruing before, on or after the date hereof, with the right but no obligation to sue for such relief and to collect, or otherwise recover, any such damages.
- 2. Recordation and Further Actions. Assignor hereby authorizes the Commissioner for Trademarks in the U.S. Patent and Trademark Office and the officials of corresponding entities or agencies in any applicable jurisdictions to record and register this Assignment upon Assignee request. Following the date hereof, upon Assignee's request, Assignor shall take such steps and actions, and provide such cooperation and assistance to Assignee and its successors, assigns and legal representatives as may be necessary to effect, evidence or perfect the assignment of the Trademarks.
- 3. <u>Successors and Assigns</u>. This Assignment will bind and inure to the benefit of Assignor and Assignee and their respective successors and permitted assigns.
- 4. <u>Counterparts</u>. This Assignment may be executed in multiple counterparts, all of which shall be considered one and the same agreement and shall become effective when one or more counterparts have been signed by each of the parties delivered to the other party, it being understood that all parties need not sign the same counterpart. Copies with signatures transmitted electronically shall be deemed to be original signed versions.

[Signature Page Follows]

IN WITNESS WHEREOF, Assignor has executed this Trademark Assignment as of the date first written above.

Assignor: FPW International, LLC

Jeanne Dailey

Name: Jeanne Dailey

Its: President

AGREED TO AND ACCEPTED:

Assignee: PAW Acquisition I Corp.

Name: Ryan DeCaire

Its: President

IN WITNESS WHEREOF, Assignor has executed this Trademark Assignment as of the date first written above.

Assignor: FPW International, LLC

Name: Jeanne Dailey

Its: President

AGREED TO AND ACCEPTED:

Assignee: PAW Acquisition I Corp.

.....Docusigned by: Kyan DeCaire

Name: Ryan DeCaire

Its: President

ATTACHMENT A TO TRADEMARK ASSIGNMENT

	10	<u>TRADEMARK</u>	ASSIGNMEN	1	
Trademark	App. No./ Reg. No.	App. Date	Reg. Date	Country	Status
CANINE GYM	RN: 4501467 SN: 86036377	August 13, 2013	March 25, 2014	U.S.	Cancelled
CANINE GYM	RN: 4508388 SN: 86036379	August 13, 2013	April 1, 2014	U.S.	Registered
CANINEGYM	SN: 88531441	July 23, 2019		U.S.	Cancelled
FITPAWS	RN: 3797098 SN: 77689908	March 12, 2009	June 1, 2010	U.S.	Registered
FITPAWS	RN: 4653151 SN: 85318414	May 11, 2011	December 9, 2014	U.S.	Registered
FITPAWS	RN: 4199564 SN: 85318425	May 11, 2011	August 28, 2012	U.S.	Registered
FITPAWS	RN: 4199563 SN: 85318394	May 11, 2011	August 28, 2012	U.S.	Registered
FITPAWS	RN: 6194891 SN: 88889377	April 27, 2020	November 10, 2020	U.S.	Registered
K9FITVEST	RN: 4421755 SN: 85880518	March 19, 2013	October 22, 2013	U.S.	Registered
FITPAWS	App. No. 1472900 Reg. No. TMA792134	3/12/2010	3/4/2011	Canada	Registered
FITPAWS	App. No. 1528028 (1528028T) Reg. No. 1512509	9/17/2014	2/9/2015	Mexico	Registered

Trademark	App. No./ Reg. No.	App. Date	Reg. Date	Country	Status
FITPAWS	App. No. 1528026 (1528026T) Reg. No. 1513805	9/17/2014	2/16/2015	Mexico	Registered
FITPAWS	App. No. 1528029 (1528029T) Reg. No. 1546604	9/17/2014	6/15/2015	Mexico	Registered
FITPAWS	App. No. 1528027 (1528027T) Reg. No. 1509383	Not available	Not available	Mexico	Registered
FITPAWS	App. No. UK00909021098 Reg. No. UK00909021098	4/12/2010	1/21/2011	UK	Registered
FITPAWS	App. No. 9021098 Reg. No. 9021098	4/12/2010	1/21/2011	EU	Registered
FITPAWS	App. No. 2014007032 Reg. No. 2014007032	6/23/2014	6/23/2014	Malaysia	Registered
FITPAWS	App. No. 2014007033 Reg. No. 2014007033	6/23/2014	6/23/2014	Malaysia	Registered
FITPAWS	App. No. T1409672G Reg. No. Not available	6/20/2014	10/24/2014	Singapore	Registered
FITPAWS	App. No. 1352287 Reg. No. 1352287	3/24/2010	3/24/2010	Australia	Registered

Trademark	App. No./ Reg. No.	App. Date	Reg. Date	Country	Status
FITPAWS	App. No. 2011- 048156 Reg. No. 5458017	7/8/2011	12/16/2011	Japan	Registered
FITPAWS	App. No. NA Reg. No. 161100752			Thailand	Registered
FITPAWS	App. No. NA Reg. No. 161101019			Thailand	Registered
FITPAWS	App. No. 62122609	1/13/2022		China	Pending

TRADEMARK
REEL: 007661 FRAME: 0701

RECORDED: 03/16/2022