OP \$40.00 5184356

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM715023

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

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Blue Dog Designs LLC		02/02/2022	Corporation:

RECEIVING PARTY DATA

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

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark	
Registration Number:	5184356	HELP 'EM UP	

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: 7025504400

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:	03/17/2022

Total Attachments: 3

source=Trademark_Assignment_Agreement_-_Bue_Dog_Designs_LLC_to_PAW_Acquisition_I_Corp__effective_2_2_20 source=Trademark_Assignment_Agreement_-_Bue_Dog_Designs_LLC_to_PAW_Acquisition_I_Corp__effective_2_220 source=Trademark_Assignment_Agreement - Bue_Dog_Designs_LLC_to_PAW_Acquisition_I_Corp__effective_2_220 source=Trademark_Assignment_Agreement_-Bue_Dog_Designs_LLC_to_PAW_Acquisition_I_Corp__effective_2_220 source=Trademark_Assignment_Agreement_-Bue_Dog_Designs_LLC_to_PAW_Acquisition_I_Corp__effective_2_220 source=Trademark_Assignment_Agreement_-Bue_Dog_Designs_LLC_to_PAW_Acquisition_I_Corp__effective_22_20 source=Trademark_Assignment_Agreement_-Bue_Dog_Designs_LLC_to_PAW_Acquisition_I_Corp__effective_22_20 source=Trademark_Assignment_Agreement_-Bue_Dog_Designs_LLC_to_PAW_Acquisition_I_Corp__effective_22_20 source=Trademark_Assignment_Agreement_-Bue_Dog_Designs_Bue_Dog

TRADEMARK ASSIGNMENT

This Trademark Assignment (this "<u>Assignment</u>") is made and entered into effective as of February 2, 2022, by and between Blue Dog Designs, LLC, a Colorado limited liability company ("<u>Assignor</u>"), and PAW Acquisition I Corp., a Delaware corporation ("<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: (a) trademarks, and trademark applications and registrations, and renewals thereof, set forth on Attachment A hereto, (the "Trademarks"), 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) the goodwill of the business connected with the use of and symbolized by the Trademarks; (c) 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; (d) 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 (e) 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: Blue Dog Designs, LLC

Namé: Cary Zimmerman Its: President

AGREED TO AND ACCEPTED:

Assignee: PAW Acquisition I Corp.

Ryan DeCaire

Name: Ryan DeCaire

Its: President

RECORDED: 03/17/2022

ATTACHMENT A TO TRADEMARK ASSIGNMENT

Mark	App. No. / Reg. No.	App. No.	Reg. No.	Country	Status
HELP 'EM UP	3	December 7, 2015	May 29, 2018	Canada	Registered
HELP 'EM UP	RN: 1351813	Basic App. Date: October 27, 2015	April 20, 2017	WIPO Designating Australia, Benelux, France, Germany, Italy, and the United Kingdom)	Registered
HELP 'EM UP	App. No. 015305378	April 5, 2016		EU	Abandoned
HELP 'EM UP	RN and App. No: 1956758	August 22, 2018	August 22, 2018	Australia	Registered
HELP 'EM UP	RN and App. No: 19520255	April 5, 2016	May 21, 2017	China	Registered
HELP 'EM UP	RN and App. No: 303599894	November 17, 2015	June 14, 2016	Hong Kong	Registered
HELP 'EM UP	RN: 5858093 App. No. 2016- 036046	March 30, 2016	June 10, 2016	Japan	Registered
HELP 'EM UP	RN: 01788279 App. No.: 104071923	December 2, 2015	September 1, 2016	Taiwan	Registered
HELP 'EM UP	RN: 5184356 App. No.: 86800638	October 27, 2015	April 18, 2017	U.S.	Registered