

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM725487

<b>SUBMISSION TYPE:</b>	RESUBMISSION
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL
<b>RESUBMIT DOCUMENT ID:</b>	900677018

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Cats Limited Veterinary Hospital, PC		12/29/2021	Corporation: CONNECTICUT

**RECEIVING PARTY DATA**

<b>Name:</b>	RB Cats Limited VH, LLC
<b>Street Address:</b>	30 Danforth Street, Suite 304
<b>City:</b>	Portland
<b>State/Country:</b>	MAINE
<b>Postal Code:</b>	04101
<b>Entity Type:</b>	Limited Liability Company: DELAWARE

**PROPERTY NUMBERS Total: 1**

Property Type	Number	Word Mark
<b>Registration Number:</b>	5017783	BECAUSE CATS ARE NOT SMALL DOGS

**CORRESPONDENCE DATA****Fax Number:**

*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.*

**Email:** ttalmage@rarebreedvet.com  
**Correspondent Name:** Taylor A. Talmage, Esq.  
**Address Line 1:** 30 Danforth Street, Suite 304  
**Address Line 4:** Portland, MAINE 04101

<b>NAME OF SUBMITTER:</b>	Taylor Talmage
<b>SIGNATURE:</b>	/Taylor Talmage/
<b>DATE SIGNED:</b>	05/03/2022

**Total Attachments: 5**

source=Trademark Assignment Agreement - Cats Limited (fully executed)#page1.tif  
source=Trademark Assignment Agreement - Cats Limited (fully executed)#page2.tif  
source=Trademark Assignment Agreement - Cats Limited (fully executed)#page3.tif  
source=Trademark Assignment Agreement - Cats Limited (fully executed)#page4.tif  
source=Trademark Assignment Agreement - Cats Limited (fully executed)#page5.tif

**TRADEMARK ASSIGNMENT AGREEMENT**

This TRADEMARK ASSIGNMENT AGREEMENT (this “Agreement”) effective as of December 29, 2021 between CATS LIMITED VETERINARY HOSPITAL, P.C., a Connecticut professional corporation (“Assignor”), and RB CATS LIMITED VH, LLC, a Delaware limited liability company (“Assignee”).

WHEREAS Assignor and Assignee have entered into that certain Asset Purchase Agreement, dated of near or even date herewith (the “Purchase Agreement”), pursuant to which Assignor, among other things, has agreed to sell, assign, convey, transfer and deliver certain assets and liabilities to Assignee and Assignee has agreed to purchase and accept such assets and assume such liabilities. Capitalized terms used herein and not otherwise defined herein shall have the respective meanings given to them in the Purchase Agreement.

WHEREAS, pursuant to the terms of the Purchase Agreement, Assignor desires to assign to Assignee, and Assignee desires to accept and assume, all of Assignor’s right, title and interest in and to the Assigned Mark (as defined below).

NOW, THEREFORE, for the mutual covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Assignment. Assignor hereby irrevocably transfers and assigns to Assignee, and Assignee hereby accepts and assumes from Assignor, all of Assignor’s right, title and interest in and to (i) the trademark set forth in Schedule A hereto, and (ii) any registration or application for registration of any of the foregoing (including the registrations and applications for registration set forth in Schedule A hereto), and (iii) any goodwill associated with any of the foregoing (collectively, the “Assigned Mark”).

2. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, and all of which together shall constitute one and the same instrument.

3. Governing Law. This Agreement and all acts and transactions pursuant hereto and the rights and obligations of the parties hereto shall be governed by, and construed in accordance with, the laws of the State of Connecticut, without giving effect to principles of conflicts of law thereof.

4. No Third-Party Beneficiaries. This Agreement is for the sole benefit of the parties hereto and their permitted assigns and nothing herein expressed or implied shall give or be construed to give to any other person, other than the parties hereto and such permitted assigns, any legal or equitable rights hereunder.

5. No Conflict. This Agreement has been executed to implement the Purchase Agreement and nothing contained herein shall be deemed or construed to impair or alter any of the provisions of the Purchase Agreement. The Purchase Agreement is the exclusive source of the agreement and understanding between Assignors and Assignee respecting the sale of the Purchased Assets and the assumption of the Assumed Liabilities. If there is any conflict or inconsistency between the terms of the Purchase Agreement and the terms hereof, the terms of the Purchase Agreement shall govern.

6. Amendment. This Agreement may not be amended or modified except by an instrument in writing signed by the parties hereto.

7. Waiver. Neither the failure nor any delay by any party hereto in exercising any right, power or privilege under this Agreement will operate as a waiver of such right, power or privilege, and single or partial exercise of any such right, power or privilege will preclude any other or further exercise of such right, power or privilege or the exercise of any other right, power or privilege.

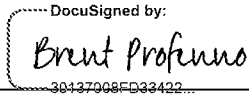
*[Signatures on the Following Page]*

Goodwill  
Statement >

IN WITNESS WHEREOF, each of the parties has caused this Agreement to be duly executed and delivered as of the date first set forth above.

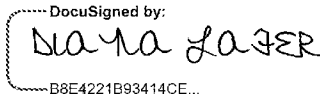
**Assignee:**

**RB CATS LIMITED VH, LLC**

By:   
30137008FD33422  
Name: Brent Profenno  
Title: Agent, Duly Authorized

**Assignor:**

**CATS LIMITED VETERINARY  
HOSPITAL, P.C.**

By:   
B8E4221B93414CE...  
Name: Diana Lafer  
Title: President

Schedule A

<u>Country</u>	<u>Mark</u>	<u>Status</u>	<u>Registration No.</u>
UNITED STATES	BECAUSE CATS ARE NOT SMALL DOGS	LIVE	5017783

**Certificate Of Completion**

Envelope Id: 5866D8B655804A149FF48D880E866C60 Status: Completed  
 Subject: Please DocuSign: Trademark Assignment Agreement Cats Limited (2.10.22).docx  
 Source Envelope:  
 Document Pages: 3 Signatures: 2 Envelope Originator:  
 Certificate Pages: 5 Initials: 0 Kelly Slocomb  
 AutoNav: Enabled kslocomb@rarebreedvet.com  
 Envelope Stamping: Enabled IP Address: 198.255.240.107  
 Time Zone: (UTC-08:00) Pacific Time (US & Canada)

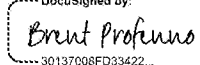
**Record Tracking**

Status: Original Holder: Kelly Slocomb Location: DocuSign  
 2/10/2022 1:48:57 PM kslocomb@rarebreedvet.com

**Signer Events**

Brent Profenno  
 bprofenno@rarebreedvet.com  
 VP Finance  
 Security Level: Email, Account Authentication (None)

**Signature**

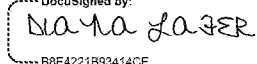
DocuSigned by:  
  
30137008FD33422...  
 Signature Adoption: Pre-selected Style  
 Using IP Address: 172.101.37.69

**Timestamp**

Sent: 2/10/2022 1:51:15 PM  
 Resent: 2/11/2022 6:25:10 AM  
 Viewed: 2/11/2022 6:26:47 AM  
 Signed: 2/11/2022 6:26:51 AM

**Electronic Record and Signature Disclosure:**  
 Accepted: 2/11/2022 6:26:47 AM  
 ID: 6c71ba6b-7664-408a-8010-47a130193902

DIANA LAFER  
 djlafer@gmail.com  
 Security Level: Email, Account Authentication (None)

DocuSigned by:  
  
B8E4221B93414CE...  
 Signature Adoption: Pre-selected Style  
 Using IP Address: 70.88.45.9

Sent: 2/10/2022 1:51:16 PM  
 Viewed: 2/10/2022 2:07:36 PM  
 Signed: 2/10/2022 2:07:53 PM

**Electronic Record and Signature Disclosure:**  
 Accepted: 2/10/2022 2:07:36 PM  
 ID: 1d045787-898f-44b2-b6bb-02cdb1ab6e61

**In Person Signer Events** **Signature** **Timestamp**

**Editor Delivery Events** **Status** **Timestamp**

**Agent Delivery Events** **Status** **Timestamp**

**Intermediary Delivery Events** **Status** **Timestamp**

**Certified Delivery Events** **Status** **Timestamp**

**Carbon Copy Events** **Status** **Timestamp**

Kevin F. Long  
 klong@practiceacquisitions.com  
 Security Level: Email, Account Authentication (None)

COPIED

Sent: 2/10/2022 1:51:16 PM

**Electronic Record and Signature Disclosure:**  
 Not Offered via DocuSign

**Carbon Copy Events****Status****Timestamp**

Taylor A. Talmage  
 ttalmage@rarebreedvet.com

COPIED

Sent: 2/10/2022 1:51:16 PM

Security Level: Email, Account Authentication  
 (None)

**Electronic Record and Signature Disclosure:**  
 Accepted: 12/12/2021 7:57:07 AM  
 ID: 386c8c75-5a03-46d2-b9f7-ad69dd2224a6

**Witness Events****Signature****Timestamp****Notary Events****Signature****Timestamp****Envelope Summary Events****Status****Timestamps**

Envelope Sent	Hashed/Encrypted	2/10/2022 1:51:17 PM
Certified Delivered	Security Checked	2/10/2022 2:07:36 PM
Signing Complete	Security Checked	2/10/2022 2:07:53 PM
Completed	Security Checked	2/11/2022 6:26:51 AM

**Payment Events****Status****Timestamps****Electronic Record and Signature Disclosure**