

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM728925

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
JPC ENTERPRISES, INC.		05/12/2022	Corporation: UTAH
RECEIVING PARTY DATA			
Name:	Simkins Company		
Doing Business As:	Bark City Pet Store		
Street Address:	943 W 500 S		
City:	Tooele		
State/Country:	UTAH		
Postal Code:	84074		
Entity Type:	Corporation: UTAH		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2811668	BARK CITY	
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>			
Email:	amandalsimkins@gmail.com		
Correspondent Name:	Amanda Simkins		
Address Line 1:	943 W 500 S		
Address Line 4:	Tooele, UTAH 84074		
NAME OF SUBMITTER:	Amanda Simkins		
SIGNATURE:	/Amanda Simkins/		
DATE SIGNED:	05/19/2022		
Total Attachments: 3			
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TRADEMARK ASSIGNMENT AGREEMENT

This Trademark Assignment Agreement ("Assignment"), made effective as of the date set forth at the end of this document, is agreed to by and between the following parties:

JPC Enterprises, Inc. (DBA: Bark City Pet Emporium), a corporation, incorporated under the laws the United States, ("Assignor"), having an address as follows:

650 East Chalk Creek Rd
Coalville, UT 84017

and Simkins Company (DBA: Bark City Pet Store) a corporation, organized under the laws of the United States, ("Assignee"), having an address as follows:

943 W 500 S
Tooele, UT 84074

RECITALS:

WHEREAS, Assignor is the owner of a mark (the "Mark") with the United States Patent and Trademark Office ("USPTO") with details as follows:

*Serial No./Registration number: 78090244
Filing date: 10/25/2001*

WHEREAS, Assignee would like to acquire the rights, title, and/or interest in and to said Mark, as well as any trademarks granted for such in any foreign countries:

NOW, therefore, in consideration of the promises and covenants contained herein, as well as other good and valuable consideration (the receipt and sufficiency of which is hereby acknowledged), Assignee and Assignor do hereby agree as follows:

Article 1: ASSIGNMENT:

Assignor hereby sells, assigns, transfers, and conveys to Assignee the whole and complete right, title, and interest in and to the Mark that has been or may be granted in the United States and any foreign countries, together with the goodwill of the business symbolized by the Mark. This Assignment includes any goodwill of any business relating to products or services on which the Mark has been used and for which it is registered. The Assignment also includes any and all royalties, income, or other such fees (which may include damages or fees for infringement) due or payable to Assignor regarding the Mark.

Under the terms of this Agreement, Assignee is specifically able to bring any actions for infringement of the Mark, even if the infringement took place before the executed date of this Assignment.

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Assignor agrees to completely cease use of the Mark or any confusingly-similar Mark. Assignor will not challenge Assignee's rights in the Mark.

Article 2: COOPERATION:

Assignor agrees to cooperate with Assignee to the fullest extent possible in conveying the right, title and interest in and to the Mark. The cooperation referred to herein includes the prompt completion and execution of any papers necessary, including oaths, declarations, specifications or any other papers required to make good the complete conveyance of the Mark, as well as assistance in proceedings taking place before the USPTO or any foreign country.

Article 3: RECORDATION:

Both the Assignor and Assignee will be responsible for causing recordation with the USPTO, by submitting all documents necessary to transfer ownership of the Mark. Assignor authorizes Assignee to complete recordation, and the USPTO and any other government officials to record and register this Assignment.

Assignee will be responsible for paying fee of \$140 to 3rd party company to submit the required to the USPTO for recordation.

ARTICLE 4: CONSIDERATION:

Assignee shall pay Assignor the sum of \$2,500, in consideration for assignment of the Mark once the transfer of the Mark has been completed and the USPTO confirmed new ownership of the Mark by the Assignor.

Article 4: SUCCESSORS:

The rights and obligations under this Assignment will inure to the benefit and be binding upon any of Assignee's successors and assignees, as well as Assignor's.

Article 5: COUNTERPARTS:

This Assignment may be executed in counterparts, all of which shall constitute a single agreement between the parties. If the dates set forth at the end of this document are different, this Assignment is to be considered effective as of the date that both parties have signed the Assignment, which may be the later date.

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Article 6: NO CONFLICT:

Assignor warrants and represents that Assignor is not a party to, or will not be a party to, any assignment, agreement or other contract in conflict with this Assignment.

Article 7: ENTIRE AGREEMENT:

This Assignment document constitutes the entire agreement between Assignor and Assignee and supersedes any prior or contemporaneous understandings, whether written or oral.

Article 8: HEADINGS:

Headings to this Assignment are for convenience only and shall not be construed to limit or otherwise affect the terms of this Assignment.

Article 9: JURISDICTION & GOVERNING LAW:

This Agreement shall be governed in all respects by the laws of the United States. Assignor and Assignee consent to jurisdiction under the courts within Utah.

IN WITNESS WHEREOF, the Assignor and Assignee have executed and delivered this Assignment:

JPC Enterprises, Inc. DBA: Bark City Pet Emporium

Signature: Paul Reggelson

Date: 5/12/22

Simkins Company DBA: Bark City Pet Store

Signature: Archie Simkins

Date: 5/12/22