900726967 10/20/2022

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM762507

SUBMISSION TYPE:	RESUBMISSION
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL
RESUBMIT DOCUMENT ID:	900725698

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
RKT Publishing LLC		03/31/2022	Limited Liability Company: MASSACHUSETTS

RECEIVING PARTY DATA

Name:	Pangolia Pte. Ltd.	
Street Address:	160 Robinson Road	
Internal Address:	#14-04	
City:	Singapore	
State/Country:	SINGAPORE	
Postal Code:	068914	
Entity Type:	Company: SINGAPORE	

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Serial Number:	87888362	PET LIFE TODAY

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.

Phone: +1 (217) 203-4290
Email: simon@pangolia.com
Correspondent Name: Pangolia Pte. Ltd.
Address Line 1: 160 Robinson Road

Address Line 2: #14-04

Address Line 4: Singapore, SINGAPORE 068914

NAME OF SUBMITTER:

John Di Giacomo

John Di Giacomo/

DATE SIGNED:

10/20/2022

Total Attachments: 5

source=PET LIFE TODAY - Trademark Assignment April 4. (newest)#page1.tif source=PET LIFE TODAY - Trademark Assignment April 4. (newest)#page2.tif

TRADEMARK 900726967 REEL: 007828 FRAME: 0566 source=PET LIFE TODAY - Trademark Assignment April 4. (newest)#page3.tif source=PET LIFE TODAY - Trademark Assignment April 4. (newest)#page4.tif source=PET LIFE TODAY - Trademark Assignment April 4. (newest)#page5.tif

> TRADEMARK REEL: 007828 FRAME: 0567

INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This Intellectual Property Assignment Agreement ("Assignment") is effective this 31st of March, 2022 and is made and entered into by and between RKT Publishing LLC., a Massachusetts limited liability company ("Assignor") and Pangolia Pte. Ltd., a Singapore company ("Assignee") (together, the "Parties").

WHEREAS, Assignor is the owner of the trademark (including any and all goodwill symbolized thereby) set forth on Schedule A hereto (the "Intellectual Property");

WHEREAS, Assignor and Assignee entered into an Asset Purchase Agreement dated March 24th, 2022 (the "Purchase Agreement"), pursuant to which Assignee agreed to purchase the Intellectual Property from Assignor, including all of Assignor's right, title, and interest in and to the Intellectual Property;

WHEREAS, the execution and delivery of this Assignment is a condition to the transfer of the Intellectual Property and the Closing of the Purchase Agreement;

NOW THEREFORE, for the consideration set forth in the Purchase Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

- 1. <u>Assignment</u>. Effective on the full execution of this Assignment, Assignor hereby irrevocably conveys, transfers, and assigns to Assignee, and Assignee hereby accepts from Assignor, all of Assignor's right, title, and interest to the Intellectual Property throughout the world, including, but not limited to, all right, title, and interest in and to the following:
 - a. All common law trademarks, trademark registrations, and trademark applications, including, without limitation, those set forth on Schedule A attached hereto, and all issuances, extensions, and renewals thereof, together with the goodwill of the business connected with the use of, and symbolized by, the trademarks;
 - b. All rights of any kind whatsoever of Assignor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international 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 execution of this Assignment, including all rights to and claims for damages, restitution, and injunctive and other legal and equitable relief for past, present, and future infringement, dilution, misappropriation, violation, misuse, breach, or default, with the right, but not obligation, to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.
- 2. <u>Warranties of Title</u>. Assignor hereby represents and warrants that it has all right, title, and interest in and to the Intellectual Property free and clear of any known liens or encumbrances and has the right and power to grant the assignment granted herein. Assignor also represents and warrants that it has no agreements with any other party in conflict with such grant.

1

- 3. <u>Further Assurances</u>. Assignor shall, at the cost and expense of Assignee, timely execute and deliver any additional documents and perform such additional acts reasonably necessary to record and perfect the interest of Assignee in and to the Intellectual Property and shall not enter into any agreement in conflict with this Assignment.
- 4. <u>Governing Law</u>. This Assignment will be governed by and interpreted and enforced in accordance with the Laws of the State of Delaware, without giving effect to any choice of law or conflict of laws rules of provisions (whether of the State of Delaware or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of Delaware.
- 5. Consent to Jurisdiction. Each party irrevocably submits to the exclusive jurisdiction of the courts of the State of Delaware or the United States District Court for the District of Delaware, for the purposes of any suit, action, or other proceeding arising out of or relating to this Assignment or any transaction contemplated hereby. Each party irrevocably and unconditionally waives any objection to the laying of venue of any action, suit, or proceeding arising out of this Assignment or the transactions contemplated hereby in (a) the State of Delaware or (b) the United States District Court for the District of Delaware, and hereby further irrevocably and unconditionally waives and agrees not to plead or claim in any such court that any such action, suit, or proceeding brought in any such court has been brought in an inconvenient forum.

6. Waiver.

- a. Any provision of this Assignment may be amended or waived if, and only if, such amendment or waiver is in writing and is signed, in the case of an amendment, by each party to this Assignment, or in the case of a waiver, by the party against whom the waiver is to be effective.
- b. No failure or delay by any party in exercising any right or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any other right, power or privilege.
- 7. <u>Expenses</u>. Each party shall bear its own costs and expenses in connection with this Assignment and the transactions contemplated hereby, including all legal, accounting, financial advisory, consulting and all other fees and expenses of third parties.
- 8. <u>Counterparts</u>. This Assignment may be executed in counterparts, and either party hereto may execute such counterpart, each of which when executed and delivered shall be deemed to be an original and both of which counterparts taken together shall constitute but one and the same instrument. This Assignment shall become effective when each party hereto shall have received a counterpart hereof signed by the other party hereto. The Parties agree that the delivery of this Assignment may be affected by means of an exchange of pdf, facsimile, or electronic signatures.
- 9. <u>No Third-Party Beneficiaries</u>. No provision of this Assignment is intended to confer upon any person other than the Parties hereto any rights or remedies hereunder.
- 10. <u>Severability</u>. Any provision of this Assignment which is invalid or unenforceable in any jurisdiction shall be ineffective to the extent of such invalidity or unenforceability without invalidating or rendering unenforceable the remaining provisions hereof, and any such invalidity or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction.
- 11. <u>Integration</u>. This Assignment constitutes the entire understanding of the Parties and revokes and supersedes all prior agreements between the parties and is intended as a final expression

- of their agreement. It shall not be modified or amended except in writing signed by the parties hereto and specifically referring to this Assignment. This Assignment will take precedence over any other documents that may be in conflict therewith.
- 12. <u>Submission to IP Bodies</u>. The Parties agree that this Assignment Agreement may be submitted to any intellectual property bodies, including, but not limited to, any patent, trademark, and copyright offices, as evidence of the assignment of rights between the parties.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be duly executed by their respective authorized officers as of the date first above written.

Assignor: RKT	Publishing, LLC	
Assignor:On t	Keu Lyous Dehalf of Assignor	Date: 04 / 05 / 2022
Assignee: Pango	olia Pte. Ltd.	
Assignee:	Simon Treulle	Date: 04 / 05 / 2022

On behalf of Assignee

SCHEDULE A - Trademark

US Registrations

PET LIFE TODAY (Reg. No. 5631813)

Throughout the World

 All common law trademark rights in and to the PET LIFE TODAY mark, including all goodwill inherent therein or appurtenant thereto.

4

TRADEMARK
REEL: 007828 FRAME: 0571 (44)014

Signature Certificate

Peterspee bumber: SSPKE-RNMET-SNEWB-U9ZTQ

Signature Signer Timestamp

Simon Treulle

Email: simon@pangolia.com

Sent: 05 Apr 2022 03:26:17 UTC Viewed: 05 Apr 2022 03:26:23 UTC Signed: 05 Apr 2022 03:49:59 UTC Simon Treulle

IP address: 103.107.198.93 Location: Singapore, Singapore

Ken Lyons

Email: ken@measuredsem.com

Sent: 05 Apr 2022 03:26:17 UTC Viewed: 05 Apr 2022 15:10:17 UTC Signed: 05 Apr 2022 15:10:35 UTC

IP address: 96.230.113.142 Location: Medford, United States

Decument completed by all panies on:

05 Apr 2022 15:10:35 UTC

Page 1 of 1

Signed with PandaDoc

PandaDoc is a document workflow and certified eSignature solution trusted by 30,000+ companies worldwide.



TRADEMARK REEL: 007828 FRAME: 0572

RECORDED: 10/14/2022