

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM841626

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Belvoir Media Group LLC		09/20/2023	Limited Liability Company:
RECEIVING PARTY DATA			
Name:	Pangolia Pte. Ltd.		
Street Address:	160 Robinson Road, #14-04		
City:	Singapore		
State/Country:	SINGAPORE		
Postal Code:	0000		
Entity Type:	Private Limited Company: SINGAPORE		
PROPERTY NUMBERS Total: 8			
Property Type	Number	Word Mark	
Registration Number:	4882886	CATSTER	
Registration Number:	3658772	CATSTER	
Registration Number:	4354132	CATSTER	
Registration Number:	4354133	CATSTER	
Registration Number:	3092359	CATSTER: HERE KITTY KITTY	
Registration Number:	4882882	DOGSTER	
Registration Number:	2923333	DOGSTER	
Registration Number:	3089438	DOGSTER: FOR THE LOVE OF DOG	
CORRESPONDENCE DATA			
Fax Number:	2317140200		
<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>			
Phone:	2317140100		
Email:	trademarks@revisionlegal.com		
Correspondent Name:	Revision Legal, PLLC		
Address Line 1:	444 Cass Street		
Address Line 2:	Suite D		
Address Line 4:	Traverse City, MICHIGAN 49684		
DOMESTIC REPRESENTATIVE			

OP \$215.00 4882886

Name:	Revision Legal, PLLC
Address Line 1:	444 Cass Street
Address Line 2:	Suite D
Address Line 4:	Traverse City, MICHIGAN 49684
NAME OF SUBMITTER:	Andrew Jurgensen
SIGNATURE:	/Andrew Jurgensen/
DATE SIGNED:	09/25/2023
Total Attachments: 6 source=2023.09.20 Pangolia Belvoir IP Agreement Executed#page1.tif source=2023.09.20 Pangolia Belvoir IP Agreement Executed#page2.tif source=2023.09.20 Pangolia Belvoir IP Agreement Executed#page3.tif source=2023.09.20 Pangolia Belvoir IP Agreement Executed#page4.tif source=2023.09.20 Pangolia Belvoir IP Agreement Executed#page5.tif source=2023.09.20 Pangolia Belvoir IP Agreement Executed#page6.tif	

INTELLECTUAL PROPERTY ASSIGNMENT

This INTELLECTUAL PROPERTY ASSIGNMENT (“IP Assignment”), dated September 20, 2023 (“Effective Date”) is made and entered into by and between Belvoir Media Group LLC, a Connecticut limited liability company (“Assignor”), and Pangolia Pte. Ltd., a limited company formed under the laws of Singapore (“Assignee”). Each capitalized term used but not defined herein shall have the meaning ascribed to it in the Asset Purchase Agreement dated as of even date herewith by and between Assignor (as “Seller”) and Assignee (as “Buyer”) (as may be amended from time to time, the “Purchase Agreement”).

RECITALS:

WHEREAS, Assignor operates websites that provide direct-to-consumer content and information to dog and cat owners, monetized through traffic and advertising revenue, with content available at <dogster.com> and <catster.com>, and all associated webpages, subdomains, and social media sites (the “Business”);

WHEREAS, under the terms of the Purchase Agreement, Assignor has agreed to convey, transfer, and assign to Assignee, among other assets, all Intellectual Property owned by Assignor and used in the Business, and to execute and deliver this IP Assignment, which may be recorded with the U.S. Patent and Trademark Office.

NOW THEREFORE, the parties hereto agree as follows:

1. Assignment. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby conveys, transfers, and assigns to Assignee, and Assignee hereby accepts, Assignor's right, title, and interest in and to the following (the “Assigned IP”):

(a) the trademarks set forth on Schedule 1 hereto (the “Trademarks”), together with the goodwill of the Business connected with the use of, and symbolized by, the Trademarks;

(b) any copyright rights in works registered or unregistered owned by Assignor and used for the operation of Business (the “Copyrights”);

(c) the website domain names and social media handles used for the operation of the Business as set forth on Schedule 1 hereto;

(d) 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;

(e) 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

(f) any and all claims and causes of action with respect to any of the foregoing, whether accruing before, on, or after the date hereof, 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 no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

2. Licensed Rights. The Assigned IP incorporates images/photos owned by Getty Images (US), Inc. for which Assignor has no ownership right to convey (collectively, the “Getty Images”). Assignee’s license to use the Getty Images is being assigned pursuant to that certain Assignment and Assumption Agreement by and among Assignor, Assignee, and Getty Images (US), Inc. dated of even date herewith.

3. Recordation and Further Actions. Assignor hereby authorizes the Director of the U.S. Patent and Trademark Office, and the officials of other entities or agencies in any applicable jurisdictions to record and register this IP Assignment upon request by Assignee. Following the date hereof, upon Assignee's reasonable request, and at Assignee's sole cost and expense, Assignor shall take such steps and actions, and provide such cooperation and assistance to Assignee and its successors, assigns, and legal representatives, including the execution and delivery of any affidavits, declarations, oaths, exhibits, assignments, powers of attorney, or other documents, as may be necessary to effect, evidence, or perfect the assignment of the Assigned IP to Assignee, or any assignee or successor thereto.

4. Terms of the Asset Purchase Agreement. The parties hereto acknowledge and agree that this IP Assignment is entered into pursuant to the Purchase Agreement, to which reference is made for a further statement of the rights and obligations of Assignor and Assignee with respect to the Assigned IP. The representations, warranties, covenants, agreements, limitations, and indemnities contained in the Purchase Agreement shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. In the event of any conflict or inconsistency between the terms of the Purchase Agreement and the terms hereof, the terms of the Purchase Agreement shall govern.

5. Counterparts. This IP Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed one and the same agreement. A signed copy of this IP Assignment delivered by e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this IP Assignment.

6. Successors and Assigns. This IP Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

7. Governing Law. This IP Assignment and any claim, controversy, dispute, or cause of action (whether in contract, tort, or otherwise) based upon, arising out of, or relating to this IP Assignment and the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws of the United States and the State of Delaware, without giving effect to any choice or conflict of law provision or rule (whether of the State of Delaware or any other jurisdiction).

BELVOIR MEDIA GROUP LLC

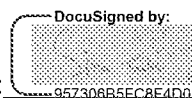
By: _____

Name: Phil Penny

Title: COO

ASSIGNEE:

PANGOLIA PTE. LTD.



By: _____

Name: Simon Bodenhoff Treulle

Title: CEO

9/20/2023

ASSIGNOR:

BELVOIR MEDIA GROUP LLC

By: Philip L Penny
Name: Phil Penny
Title: COO

ASSIGNEE:

PANGOLIA PTE. LTD.

By: _____
Name: Simon Bodenhoff Treulle
Title: CEO

SCHEDULE 1
Intellectual Property Assets

Web

- Catster.com and Dogster.com domain names, and related domains of the Business (if any) held by Assignor for use in connection with the Business.
- Catster.com and Dogster.com website content (WordPress files + everything to make the website function)
- All domain names held by Assignor for use in connection with the Business that were previously migrated into Catster.com and Dogster.com (including, but not limited to Catfancy.com and Dogfancy.com)

Email Addresses

- Catster.com email list
- Dogster.com email list

Social Profiles

- All social pages/handles held by Assignor for use in connection with the Business, including, but not limited to:
 - Facebook pages: www.facebook.com/catster & www.facebook.com/dogster
 - Instagram pages: www.instagram.com/catstermag & www.instagram.com/dogster
 - Twitter pages: www.twitter.com/catster & www.twitter.com/dogster

Trademarks

- All trademarks held by Assignor for use in connection with the Business, including, but not limited to:
 - CATSTER - word mark (U.S. SN 86461040, RN 4882886) Registration Date: January 5, 2016
 - CATSTER - word mark (U.S. SN 77284615, RN 3658772) Registration Date: July 21, 2009
 - CATSTER - word mark (U.S. SN 85822814, RN 4354132) Registration Date: June 18, 2013
 - CATSTER - stylized mark (U.S. SN 85822825, RN 4354133) Registration Date: June 18, 2013
 - CATSTER HERE KITTY KITTY - word mark (U.S. SN 78486232, RN 3092359) Registration Date: May 16, 2006
 - DOGSTER - word mark (U.S. SN 86460332, RN 4882882) Registration Date: January 5, 2016
 - DOGSTER - stylized mark (U.S. SN 78362765, RN 2923333) Registration Date: February 1, 2005
 - DOGSTER FOR THE LOVE OF DOG - word mark (U.S. SN 78362767, RN 3089438) Registration Date: May 9, 2006

- CAT FANCY word mark (Canadian App. No. 0893780, RN TMA523805)
- DOG FANCY word mark (Canadian App. No. 0893778, RN TMA523845).

Other

- Google Analytics historical data on the websites of Catster and Dogster, to the extent practicable and in a mutually agreeable form
- All licenses for applications or plugins held by Assignor for use in connection with the Business
- All trademark and trade names and related goodwill associated with the Business and all copyright rights pursuant to 17 U.S.C. § 106 associated with the Business, in each case, that are owned by Assignor. For the avoidance of doubt, there are no copyright registrations related to the Business being sold hereunder.