

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

ETAS ID: TM865425

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Playtime Pet Resorts, LLC		10/06/2023	Limited Liability Company: DELAWARE
Playtime Pet Resorts II, LLC		10/06/2023	Limited Liability Company: PENNSYLVANIA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	PRHG Playtime, LLC		
<b>Street Address:</b>	2811 Ponce de Leon Blvd., Ste. 400		
<b>City:</b>	Coral Gables		
<b>State/Country:</b>	FLORIDA		
<b>Postal Code:</b>	33134		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	98074745	PLAYTIME PET RESORT	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<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>			
<b>Phone:</b>	804-775-1846		
<b>Email:</b>	SMartinez@mcguirewoods.com		
<b>Correspondent Name:</b>	Stephanie A. Martinez		
<b>Address Line 1:</b>	800 E Canal Street		
<b>Address Line 2:</b>	Gateway Plaza		
<b>Address Line 4:</b>	Richmond, VIRGINIA 23219		
<b>NAME OF SUBMITTER:</b>	Stephanie A. Martinez		
<b>SIGNATURE:</b>	/Stephanie Martinez/		
<b>DATE SIGNED:</b>	01/03/2024		
<b>Total Attachments: 5</b>			
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## INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT (this “*IP Assignment Agreement*”) is made and entered into effective as of October 6, 2023 (“*Closing Date*”), by and among Playtime Pet Resorts, LLC, a Delaware limited liability company (“*Playtime*”), Playtime Pet Resorts II, LLC, a Pennsylvania limited liability company (“*Playtime II*”, and Playtime II together with Playtime, the “*Assignors*”, and each an “*Assignor*”), and PRHG Playtime, LLC, a Delaware limited liability company (“*Assignee*”). Capitalized terms used but not otherwise defined herein shall have the respective meanings set forth in that certain Asset Purchase Agreement of even date herewith by and among Assignors, Assignee, and other Parties thereto (the “*Purchase Agreement*”).

### RECITALS

**WHEREAS**, pursuant to the Purchase Agreement, Assignors have agreed to sell, assign, convey, transfer, and deliver to Assignee, and Assignee has agreed to purchase and acquire from Assignors, all of Assignors’ right, title, and interest in and to the Acquired Assets, including, without limitation, the Intellectual Property identified in Schedule A hereto (collectively, the “*Assignors’ Intellectual Property*”).

**NOW THEREFORE**, in consideration of the foregoing and the representations, warranties, and agreements set forth herein and in the Purchase Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignors and Assignee, intending to be legally bound, hereby agree as follows:

**Section 1**      **Assignment of Intellectual Property.** Upon the terms set forth in the Purchase Agreement, each Assignor hereby sells, assigns, conveys, transfers, and delivers to Assignee, and Assignee hereby purchases and acquires from such Assignor, free and clear of all Liens except for Permitted Liens, all of such Assignor’s right, title and interest in and to the Assignors’ Intellectual Property, including, without limitation, all goodwill associated therewith, any and all income, royalties or payments due or payable as of the Closing Date or thereafter as well as the right to sue for any and all past, present and future infringements of such Assignors’ Intellectual Property, and to receive any and all damages awarded as a result of any such claim, and all other rights and interests therein and thereto (“*Assigned IP*”). In order to enable the use by Assignee of the social media accounts and website names and addresses set forth on Schedule A hereto (collectively, “*Domain Names*”), Assignors agree to provide Assignee, on the Closing Date, with any account information with any Person with whom the Domain Names are registered, if any, including any user names and passwords of either Assignor relating thereto.

**Section 2**      **Further Assurances.**

(a) Assignors hereby covenant and agree that they shall, at any time after the Closing Date or from time to time thereafter at the reasonable request of Assignee, (i) execute and deliver such further instruments of sale, assignment, conveyance, transfer and delivery to Assignee as shall be reasonably necessary or appropriate to establish the record of Assignee’s title to the Assigned IP or to more effectively consummate the assignments contemplated hereby, and (ii) assist Assignee, at Assignee’s request, in exercising any rights with respect thereto.

(b) Assignors authorize and request the United States Patent and Trademark Office, the United States Copyright Office and the applicable officials of these and any other agencies or authorities, governmental or otherwise, in which any of the Assignors’ Intellectual Property listed in Schedule A is or was registered, applied for, pending or recorded, to issue or transfer all of the Assignors’ Intellectual Property to Assignee as assignee of all of Assignors’ right, title and interest in and to the Assignors’ Intellectual Property or otherwise as Assignee may direct.

(c) As and to the extent that any governmental or quasi-governmental office or agency pertaining to the filing, registration, application or processing of intellectual property, including without limitation the United States Patent and Trademark Office, the United States Copyright Office or the offices in which any of the Assignors' Intellectual Property listed in Schedule A is or was registered, applied for, pending or recorded, requests that additional forms or documents be presented or executed by either Assignor in order to issue or transfer the Assignors' Intellectual Property to Assignee as contemplated in paragraph (b) of this Section, Assignors agree to and shall execute such forms and/or documents and deliver them to Assignee or its agents, attorneys or designees, as applicable.

**Section 3** Successors and Assigns. The terms and provisions of this IP Assignment Agreement shall be binding upon, and inure to the benefit of, Assignors and Assignee, and any of their respective successors and assigns.

**Section 4** Third-Party Beneficiaries. Nothing in this IP Assignment Agreement is intended to or shall confer upon any Person other than the parties and their respective successors and assigns, any rights, benefits, or remedies of any nature whatsoever under or by reason of this IP Assignment Agreement or any transaction contemplated by this IP Assignment Agreement.

**Section 5** Choice of Law. This IP Assignment Agreement and the rights and obligations of the parties shall be governed by and shall be enforced and interpreted in accordance with the internal laws of the State of Delaware, without regard to conflicts of law doctrines.

**Section 6** Terms of the Purchase Agreement. Assignors and Assignee acknowledge and agree that the representations, warranties, covenants, agreements and indemnities contained in the Purchase Agreement shall not be superseded hereby, but shall remain in full force and effect to the extent provided therein. In the event of any conflict or inconsistency between the terms of the Purchase Agreement and the terms hereof, the terms and provisions of the Purchase Agreement shall govern.

**Section 7** Counterparts. This IP Assignment Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Copies (facsimile, electronic or original) of signatures to this IP Assignment Agreement shall be deemed to be originals and shall be binding to the same extent as original signatures.

[Signature Page Follows]

**IN WITNESS WHEREOF**, the parties hereto have caused this IP Assignment Agreement to be duly executed effective as of the Closing Date.

**ASSIGNORS:**

**PLAYTIME PET RESORTS, LLC**

DocuSigned by:  
By: Daniel C. Gardner for Playtime Pet Resorts LLC  
Name: Daniel C. Gardner  
Title: Chief Executive Officer

**PLAYTIME PET RESORTS II, LLC**

DocuSigned by:  
By: Daniel C. Gardner for Playtime Pet Resorts II, LLC  
Name: Daniel C. Gardner  
Title: Chief Executive Officer

**ASSIGNEE:**

**PRHG PLAYTIME, LLC**

By: \_\_\_\_\_  
Name: Eyal Cohen  
Title: Executive Vice President

**IN WITNESS WHEREOF**, the parties hereto have caused this IP Assignment Agreement to be duly executed effective as of the Closing Date.

**ASSIGNORS:**

**PLAYTIME PET RESORTS, LLC**

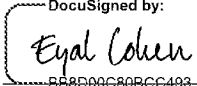
By: \_\_\_\_\_  
Name: Daniel C. Gardner  
Title: Chief Executive Officer

**PLAYTIME PET RESORTS II, LLC**

By: \_\_\_\_\_  
Name: Daniel C. Gardner  
Title: Chief Executive Officer

**ASSIGNEE:**

**PRHG PLAYTIME, LLC**

DocuSigned by:  
  
By: \_\_\_\_\_  
Name: Eyal Cohen  
Title: Executive Vice President

**SCHEDULE A**

1. Playtime Pet Resort (Word Mark), United States Patent and Trademark Office, serial number 98074745, filed July 7, 2023.
2. Domain names:
  - a. Playtimepetresort.com
  - b. Playtimepetresorts.com