# Н \$90.00 59:

### TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 ETAS ID: TM865524 Stylesheet Version v1.2

SUBMISSION TYPE: NEW ASSIGNMENT

NATURE OF CONVEYANCE: ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL

#### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Barbara Parkes		09/26/2023	INDIVIDUAL: UNITED STATES
Glenn Parkes		09/26/2023	INDIVIDUAL: UNITED STATES
Krystle Parkes		09/26/2023	INDIVIDUAL: UNITED STATES

#### **RECEIVING PARTY DATA**

Name:	PAW Acquisition I Corp.		
Street Address:	16304 E. 32nd Avenue, Unit 40		
City:	Aurora		
State/Country:	COLORADO		
Postal Code:	80011		
Entity Type:	Corporation: DELAWARE		

#### **PROPERTY NUMBERS Total: 3**

Property Type Number		Word Mark
Registration Number:	5935904	
Serial Number:	98154275	K9 CARTS
Serial Number:	98154276	K9 CARTS THE PET MOBILITY EXPERTS SINCE

#### **CORRESPONDENCE DATA**

**Fax Number:** 8446706009

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:** 702-550-4400

Email: TrademarksLV@dickinson-wright.com

Correspondent Name: Shauna L. Norton

**Address Line 1:** 3883 Howard Hughes Parkway, Suite 800

Address Line 4: Las Vegas, NEVADA 89169

ATTORNEY DOCKET NUMBER:	100761-1
NAME OF SUBMITTER:	Shauna L. Norton
SIGNATURE:	/Shauna L. Norton/
DATE SIGNED:	01/03/2024

**Total Attachments: 4** 

source=Paw Prosper\_K9 Carts - Trademark Assignment, Executed#page1.tif
source=Paw Prosper\_K9 Carts - Trademark Assignment, Executed#page2.tif
source=Paw Prosper\_K9 Carts - Trademark Assignment, Executed#page3.tif
source=Paw Prosper\_K9 Carts - Trademark Assignment, Executed#page4.tif

#### TRADEMARK ASSIGNMENT

This Trademark Assignment (this "<u>Assignment</u>") is made and entered into effective as of September 26, 2023, by and among Barbara Parkes, a Florida resident ("<u>B. Parkes</u>"), Glenn Parkes, a Florida resident ("<u>G. Parkes</u>") both in his individual capacity and on behalf of B. Parkes, as her attorney-in-fact, and Krystle Parkes, a Florida resident ("<u>K. Parkes</u>"; collectively with B. Parkes and G. Parkes, the "<u>Assignors</u>"), and PAW Acquisition I Corp., a Delaware corporation, with an address at 16304 E. 32nd Avenue, Unit 40, Aurora, CO 80011 ("<u>Assignee</u>")

WHEREAS, Assignors and Assignee are parties to the IP Assignment Agreement of an even date herewith, whereby Assignors has agreed to assign the Trademarks (as defined below), and to execute and deliver this Assignment for recording with governmental authorities including, but not limited to, the U.S. Patent and Trademark Office.

- 1. Assignment. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignors hereby irrevocably convey, transfer and assign to Assignee all of Assignors' right, title and interest in and to the following (the "Trademarks"), together with the goodwill of the business connected with the use of and symbolized by the Trademarks: (a) trademarks, and trademark applications and registrations, and all extensions and renewals thereof, set forth on Attachment A hereto, provided that, with respect to intent-to-use applications, if any, the transfer of such accompanies the transfer of Assignors' ongoing and existing business or portion thereof to which the trademark pertains; (b) all rights of any kind of Assignors accruing under any of the foregoing provided by applicable law, 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 date hereof, with the right but no obligation to sue for such relief and to collect, or otherwise recover, any such damages.
- 2. <u>Recordation and Further Actions.</u> Assignors hereby authorize the Commissioner for Trademarks in the U.S. Patent and Trademark Office and the officials of corresponding entities or agencies in any applicable jurisdictions to record and register this Assignment upon Assignee request. Following the date hereof, upon Assignee's request, Assignors shall take such steps and actions, and provide such cooperation and assistance to Assignee and its successors, assigns and legal representatives as may be necessary to effect, evidence or perfect the assignment of the Trademarks.
- 3. <u>Successors and Assigns</u>. This Assignment will bind and inure to the benefit of Assignors and Assignee and their respective successors and permitted assigns.
- 4. <u>Counterparts</u>. This Assignment may be executed in multiple counterparts, all of which shall be considered one and the same agreement and shall become effective when one or more counterparts have been signed by each of the parties delivered to the other party, it being understood that all parties need not sign the same counterpart. Copies with signatures transmitted electronically shall be deemed to be original signed versions.

[Signature Page Follows]

IN WITNESS WHEREOF, Assignors has duly executed and delivered this IP Assignment Agreement as of the date first written above.

#### **Assignors**

Name: Glenn Parkes

--- DocuSigned by:

Name: Krystle Parkes

---- DocuSigned by:

Name: Barbara Parkes

(executed by Glenn Parkes in his capacity as attorney in fact for

Barbara Parkes)

AGREED TO AND ACCEPTED:

Assignee: PAW Acquisition I Corp.

Name: Ryan DeCaire

Its: President

AGREED TO AND ACCEPTED:

IN WITNESS WHEREOF, Assignors has executed this Trademark Assignment as of the date first written above.

As	ssignors
Na	ame: Glenn Parkes
<b>3</b> T	T d D l
Na	ame: Krystle Parkes
Na	ame: Barbara Parkes
	executed by Glenn Parkes in his capacity as attorney in fact for
В	arbara Parkes)
As	ssignee: PAW Acquisition I Corp.
	DocuSigned by:
	Ryan DeCaire
Na	hme: Ryan DeCaire
Its	: President

# ATTACHMENT A TO TRADEMARK ASSIGNMENT

# Trademark:

1. Registered mark, United States Patent and Trademark Office Registration Number 5935904, Serial Number 88371527.

# **Pending Trademarks:**

RECORDED: 01/03/2024

Trademark	App. No.	Classes	Filing
K9 CARTS  K9 Carts	98154275 Class 12: wheelchairs for animal use; animal mobility equipment to enable mobility of four-legged animals; animal mobility products, namely, animal wheelchairs, animal strollers and animal carriers; kits to enable mobility of four legged animals comprised primarily of animal wheelchairs, animal strollers, lifting harnesses, drag bags, boots, stirrups, vests, amputee leg rings, wrist wraps, hock		Date Date
		holders, back and hip support braces, support slings, and orthotic and prosthetic pet braces for injured legs  Class 35: online retail store and retail store services featuring products for elderly, disabled and handicapped animals; online retail store and retail store services featuring products related to the health, safety and comfort of animals; providing a website featuring information about services and support for the health, safety and comfort of animals	August 28, 2023