

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM865795

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Olde Towne Pet Resort Springfield LLC		11/21/2023	Limited Liability Company: VIRGINIA
RECEIVING PARTY DATA			
Name:	PRHG Mid-Atlantic, LLC		
Street Address:	2811 Ponce de Leon Blvd., Suite 400		
Internal Address:	c/o Trivest Partners		
City:	Coral Gables		
State/Country:	FLORIDA		
Postal Code:	33134		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	3017269	OLDE TOWNE PET RESORT	
Registration Number:	7099446	PROTECTPET THE HIGHEST STANDARD OF SAFET	
CORRESPONDENCE DATA			
Fax Number:	3129774405		
<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:	312-977-4400		
Email:	tefiester@nixonpeabody.com		
Correspondent Name:	Janet Garetto		
Address Line 1:	70 W. Madison Street, Suite 5200		
Address Line 2:	Nixon Peabody LLP		
Address Line 4:	Chicago, ILLINOIS 60602		
ATTORNEY DOCKET NUMBER:	096840-000010		
NAME OF SUBMITTER:	Janet Garetto		
SIGNATURE:	/Janet Garetto/		
DATE SIGNED:	01/04/2024		
Total Attachments: 5			
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TRADEMARK ASSIGNMENT AGREEMENT

THIS TRADEMARK ASSIGNMENT AGREEMENT (this “**Agreement**”), effective as of November 21, 2023, is made by OTPR Wilkins LLC, a Maryland limited liability company, Olde Towne Pet Resort Dulles LLC, a Virginia limited liability company, Olde Towne Pet Resort Springfield LLC, a Virginia limited liability company, and OTPR Management LLC, a Virginia limited liability company (each an “**Assignor**”, and collectively, the “**Assignors**”), and PRHG Mid-Atlantic, LLC, a Delaware limited liability company (“**Assignee**”).

WHEREAS, pursuant to that certain Asset Purchase Agreement among Assignee, Assignors, and certain other parties thereto, dated as of the date hereof (the “**Purchase Agreement**”), Assignors are concurrently herewith selling, assigning, conveying, transferring and delivering to Assignee the Assets (other than the Excluded Assets);

WHEREAS, Assignors hold all right, title and interest in and to the trademarks included in the Assets, including the U.S. Federal trademark registrations set forth on Schedule A (attached hereto and incorporated herein by reference) and all common law rights and the goodwill associated therewith (collectively, the “**Marks**”); and

WHEREAS, Assignors have agreed to assign to Assignee all of the right, title, and interests of Assignors in and to the Marks, and Assignee has agreed to accept said assignment.

NOW, THEREFORE, in consideration of the premises and the mutual agreements and covenants set forth in the Purchaser Agreement, and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties hereto agree as follows:

1. Defined Terms. All capitalized terms used and not otherwise defined in this Agreement (including the Schedule attached hereto) shall have the same meanings as set forth in the Purchase Agreement.

2. Assignment. Assignors hereby irrevocably sell, convey, transfer, assign, grant and deliver to Assignee, and Assignee, as the successor to the portion of the ongoing and existing business to which the Marks pertain, hereby accepts from Assignors, all of the rights, title, and interests of Assignors in and to the Marks, together with the goodwill of the business symbolized by the Marks, with the right to recover for damages and profits and all other remedies for past infringements thereof, including without limitation, the following:

(a) The Marks and all issuances, pending applications, extensions, and renewals thereof;

(b) All rights of any kind whatsoever accruing under or relating to the Marks provided by applicable law, by international treaties, and conventions and otherwise, including common law rights; and

(c) Any and all royalties, fees, income, payments, and other proceeds now or hereafter due or payable with respect to the Marks.

3. Recordation. Assignors hereby authorize the Commissioner of the United States Patent and Trademark Office and the officials of corresponding entities or agencies in any applicable jurisdictions to record and register this Agreement upon request by Assignee.

4. Further Assurances. Assignors agree to, at Assignee's expense, perform any further acts and to execute and provide to Assignee all other documents that may be necessary to effect the assignment of the Marks to Assignee after Assignee's request therefor and to assist Assignee in any manner reasonably necessary and requested by Assignee in connection with the assignment of the Marks.

5. Purchase Agreement. This Agreement is subject in all respects to the terms and conditions of the Purchase Agreement. Nothing contained herein will itself change, amend or alter (nor should it be deemed or construed as changing, amending, or altering) the terms or conditions of the Purchase Agreement in any manner whatsoever. This Agreement does not create or establish rights, liabilities or obligations not otherwise created or existing under or pursuant to the Purchase Agreement. In the event the terms of this Agreement conflict with the terms of the Purchase Agreement, the terms of the Purchase Agreement shall govern and be controlling.

6. Counterparts. The Parties may sign this Agreement in any number of counterparts. Each signed counterpart shall be an original, and all of them, together, constitute one and the same Agreement. Signatures sent by facsimile or electronic transmission (including .pdf or DocuSign) shall be deemed to be originals for all purposes of this Agreement.

7. No Third-Party Beneficiaries. This Agreement and the rights and obligations hereunder shall be binding upon and inure solely to the benefit of the parties hereto, their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other Person any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of this Agreement.

8. Incorporation of Purchase Agreement Provisions. Sections 9.3 (Notices), 9.4 (Governing Law), and 9.5 (Consent to Jurisdiction) of the Purchase Agreements are incorporated herein by reference in their entirety.

[Signature Page to Follow]

IN WITNESS WHEREOF, the parties hereto have duly executed and delivered this Agreement as of the date first above written.

ASSIGNEE:

PRHG MID-ATLANTIC, LLC

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

ASSIGNORS:

OTPR WILKINS LLC

By: _____
Name:
Title:

OLDE TOWNE PET RESORT DULLES LLC

By: _____
Name:
Title:

OLDE TOWNE PET RESORT SPRINGFIELD LLC

By: _____
Name:
Title:

OTPR MANAGEMENT LLC

By: _____
Name:
Title:

IN WITNESS WHEREOF, the parties hereto have duly executed and delivered this Agreement as of the date first above written.

ASSIGNEE:

PRHG MID-ATLANTIC, LLC

By: _____
Name: Eyal Cohen
Title: Executive Vice President

ASSIGNORS:

OTPR WILKINS LLC

DocuSigned by:
Leah Fried Sedwick
By: _____
Name: Leah Fried Sedwick
Title: Manager

OLDE TOWNE PET RESORT DULLES LLC

DocuSigned by:
Leah Fried Sedwick
By: _____
Name: Leah Fried Sedwick
Title: Manager

OLDE TOWNE PET RESORT SPRINGFIELD LLC

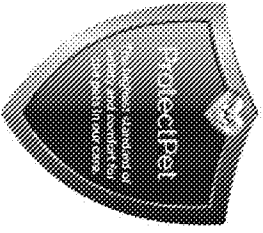
DocuSigned by:
Leah Fried Sedwick
By: _____
Name: Leah Fried Sedwick
Title: Manager

OTPR MANAGEMENT LLC

DocuSigned by:
Leah Fried Sedwick
By: _____
Name: Leah Fried Sedwick
Title: Manager

**SCHEDULE A
MARKS**

Trademark Registrations

Mark	Owner	Registration Number	Registration Date
OLDE TOWNE PET RESORT	Olde Towne Pet Resort Springfield LLC	3017269	Nov. 22, 2005
	Olde Towne Pet Resort Springfield LLC	7099446	July 4, 2023