

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

Assignment ID: TMI187296

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Petco Animal Supplies Stores, Inc.		02/29/2024	Corporation: DELAWARE
RECEIVING PARTY DATA			
Company Name:	FabFitFun, Inc.		
Street Address:	700 N. San Vicente Blvd.		
Internal Address:	7th Floor		
City:	Los Angeles		
State/Country:	CALIFORNIA		
Postal Code:	90069		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	5993667	PUPBOX	
Registration Number:	5993668	PUPBOX	
CORRESPONDENCE DATA			
Fax Number:	3126025050		
<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:	3126025000		
Email:	steve.trubac@bcplaw.com		
Correspondent Name:	Steve Trubac		
Address Line 1:	161 N. Clark		
Address Line 2:	Suite 4300		
Address Line 4:	Chicago, ILLINOIS 60601		
ATTORNEY DOCKET NUMBER:	1074699.10		
NAME OF SUBMITTER:	Steven Trubac		
SIGNATURE:	Steven Trubac		
DATE SIGNED:	04/29/2024		
Total Attachments: 5			
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TRADEMARK ASSIGNMENT AGREEMENT

This TRADEMARK ASSIGNMENT AGREEMENT (this “**Agreement**”), dated as of February 29, 2024, is made by Petco Animal Supplies Stores, Inc., a Delaware corporation (the “**Assignor**”), in favor of FabFitFun, Inc., a Delaware corporation (the “**Assignee**”), the purchaser of certain assets of the Assignor pursuant to that certain Asset Purchase Agreement dated as of February 9, 2024, by and between the Assignor and the Assignee (the “**Asset Purchase Agreement**”), and is subject to the terms and conditions thereof.

WHEREAS, under the terms of the Asset Purchase Agreement, the Assignor has assigned, transferred, conveyed and delivered to the Assignee, among other assets, certain intellectual property of the Assignor, and has agreed to execute and deliver this Agreement, for recording with the U.S. Trademark and Trademark Office and corresponding entities or agencies in any applicable jurisdictions;

NOW THEREFORE, in consideration of the mutual covenants and agreements contained herein and in the Asset Purchase Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound, hereby agree as follows:

1. Assignment. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and subject to the terms and conditions of the Asset Purchase Agreement, the Assignor hereby irrevocably assigns, transfers, conveys and delivers to the Assignee all of the Assignor's right, title and interest in and to the following (the “**Assigned Trademarks**”):

(a) the trademarks set forth in Exhibit A hereto, including any and all applications and registrations therefor, and including the goodwill of the business symbolized thereby; and

(b) all rights of the Assignor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions and otherwise throughout the world.

2. Recordation. The Assignor hereby authorizes the Commissioner for Trademarks for the U.S. 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 the Assignee.

3. Terms of the Asset Purchase Agreement.

(a) All capitalized terms used and not defined in this Agreement shall have the respective meanings attributed to them in the Asset Purchase Agreement.

(b) This Agreement does not supersede, replace, substitute for, expand, or extinguish any obligation or provision of the Asset Purchase Agreement. In the event of a conflict or an apparent conflict between the provisions of this Agreement and the provisions of the Asset Purchase Agreement, the provisions of the Asset Purchase Agreement shall control.

4. **Headings.** The headings in this Agreement are for reference only and shall not affect the interpretation of this Agreement.

5. **Incorporation of Terms.** Section 8.03 (Amendment and Waiver), Section 8.05 (Assignment), Section 8.08 (No Third Party Beneficiaries), Section 8.09 (Governing Law), Section 8.10 (Venue), Section 8.11 (Waiver of Jury Trial), Section 8.13 (Complete Agreement), and Section 8.15 (Counterparts) of the Asset Purchase Agreement shall each be incorporated into this Agreement *mutatis mutandis*.

[Remainder of page intentionally left blank; signature page follows]

IN WITNESS WHEREOF, each of the parties has caused this Trademark Assignment Agreement to be duly executed and delivered as of the day and year first above written.

ASSIGNOR:

PETCO ANIMAL SUPPLIES STORES, INC.

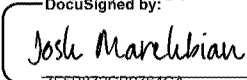
By: _____

Name: Brian La Rose

Title: Chief Financial Officer and Treasurer

ASSIGNEE:

FABFITFUN, INC.

By:  _____
7F5B872CB9764CA...


Name: Josh Marehbian

Title: CFO

IN WITNESS WHEREOF, each of the parties has caused this Trademark Assignment Agreement to be duly executed and delivered as of the day and year first above written.

ASSIGNOR:

PETCO ANIMAL SUPPLIES STORES, INC.

By:  _____
DocuSigned by:
Brian LaRose
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Name: Brian La Rose _____

Title: Chief Financial Officer and Treasurer

ASSIGNEE:

FABFITFUN, INC.

By: _____


Name: _____

Title: _____


EXHIBIT A

Assigned Trademarks

United States

Trademark	App. Date	App. No.	Reg. Date	Reg. No.
PUPBOX	10/17/2018	88158980	02/25/2020	5993667
PUPBOX & Design	10/17/2018	88159000	02/25/2020	5993668
				

Foreign

Country	Trademark	App. Date	App. No.	Reg. Date	Reg. No.
Canada	PUPBOX	04/17/2019	1957800	N/A	N/A
Canada	PUPBOX & Design	04/17/2019	1957805	N/A	N/A
					
Mexico	PUPBOX	07/15/2021	2581964	09/30/2021	2305956
Mexico	PUPBOX	07/15/2021	2581968	09/30/2021	2305958
Mexico	PUPBOX	07/15/2021	2581969	09/30/2021	2305959