

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

Assignment ID: TM1236269

<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>
The Watering Bowl, LLC		05/15/2024	Limited Liability Company: MISSOURI
<b>RECEIVING PARTY DATA</b>			
<b>Company Name:</b>	Best Friends Pet Care, Inc.		
<b>Street Address:</b>	535 Connecticut Avenue		
<b>Internal Address:</b>	Suite 305		
<b>City:</b>	Norwalk		
<b>State/Country:</b>	CONNECTICUT		
<b>Postal Code:</b>	06854		
<b>Entity Type:</b>	Corporation: DELAWARE		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4353276	THE WATERING BOWL	
<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,aamin@mcguirewoods.com		
<b>Correspondent Name:</b>	Ms. Stephanie A. Martinez		
<b>Address Line 1:</b>	800 East Canal Street		
<b>Address Line 2:</b>	Gateway Plaza		
<b>Address Line 4:</b>	Richmond, VIRGINIA 23219		
<b>ATTORNEY DOCKET NUMBER:</b>	2077392-0044		
<b>NAME OF SUBMITTER:</b>	ANAY AMIN		
<b>SIGNATURE:</b>	ANAY AMIN		
<b>DATE SIGNED:</b>	05/17/2024		
<b>Total Attachments: 5</b>			
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## INTELLECTUAL PROPERTY ASSIGNMENT AND ASSUMPTION AGREEMENT

THIS INTELLECTUAL PROPERTY ASSIGNMENT AND ASSUMPTION AGREEMENT (this “*IP Assignment Agreement*”), is made and entered into effective as of May 15, 2024 (“*Closing Date*”), by and among **The Watering Bowl, LLC**, a Missouri limited liability company (“*Assignor*”) and **Best Friends Pet Care, Inc.**, a Delaware corporation (“*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 Assignor, Assignee and the other parties thereto (“*Purchase Agreement*”).

### RECITALS

**WHEREAS**, pursuant to the Purchase Agreement, Assignor has agreed to sell, transfer, convey, assign, and deliver to Assignee, and Assignee has agreed to purchase, acquire and accept from Assignor, all of Assignor’s right, title and interest in and to substantially all of the assets of Assignor, including, without limitation, the Intellectual Property identified in Schedule A hereto (collectively, the “*Assignor’s Intellectual Property*”); and

**NOW THEREFORE**, in consideration of the foregoing and the representations, warranties and agreements herein set forth, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor 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, Assignor hereby sells, assigns, conveys, transfers and delivers to Assignee, and Assignee hereby purchases and acquires from Assignor, free and clear of all Liens (other than Permitted Liens), all of Assignor’s right, title and interest in and to the Assignor’s 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 Assignor’s 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*”).

**Section 2**      Further Assurances.

(a) Assignor hereby covenants and agrees that it 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 and at Assignee’s sole cost and expense, in exercising any rights with respect thereto.

(b) Assignor authorizes and requests 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 Assignor’s Intellectual Property listed in Schedule A is or was registered, applied for, pending or recorded, to issue or transfer all of the Assignor’s Intellectual Property to Assignee as assignee of all of Assignor’s right, title and interest in and to the Assignor’s 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 Assignor’s 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 Assignor in order to issue or transfer the Assignor's Intellectual Property to Assignee as contemplated in paragraph (b) of this Section, Assignor 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, Assignor and Assignee, and each 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 laws of the State of Delaware, without regard to conflicts of law doctrines.

**Section 6**      Terms of the Purchase Agreement. Assignor 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.

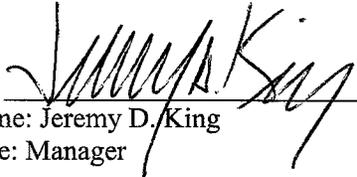
**Section 7**      Counterparts. This IP Assignment Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Copies (facsimile, electronic or original) of signatures to this IP Assignment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

**ASSIGNOR:**

**The Watering Bowl, LLC**  
a Missouri limited liability company

By:   
Name: Jeremy D. King  
Title: Manager

**ASSIGNEE:**

**Best Friends Pet Care, Inc.**  
a Delaware corporation

By: \_\_\_\_\_  
Name: Jared Pinsker  
Title: Chief Executive Officer and President

**IN WITNESS WHEREOF**, the parties hereto have caused this IP Assignment Agreement to be duly executed effective as of the date first set forth above.

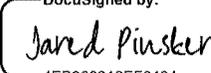
**ASSIGNOR:**

**The Watering Bowl, LLC**  
a Missouri limited liability company

By: \_\_\_\_\_  
Name: Jeremy D. King  
Title: Manager

**ASSIGNEE:**

**Best Friends Pet Care, Inc.**  
a Delaware corporation

DocuSigned by:  
  
By: \_\_\_\_\_  
Name: Jared Pinsker  
Title: Chief Executive Officer and President

**SCHEDULE A**

Trademarks:

<b>Mark</b>	<b>Reg / Serial No.</b>	<b>Goods / Services</b>
THE WATERING BOWL	4353276 85747035	43: Daycare and overnight boarding services for dogs