

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM397522

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
HOPE ADVANCED VETERINARY CENTER HOLDINGS, LLC		05/01/2016	Limited Liability Company: VIRGINIA
READYVETS HOLDINGS, LLC		05/01/2016	Limited Liability Company: VIRGINIA

RECEIVING PARTY DATA

Name:	BluePearl Virginia, LLC
Street Address:	2950 Busch Lake Boulevard
City:	Tampa
State/Country:	FLORIDA
Postal Code:	33614
Entity Type:	FLORIDA LIMITED LIABILITY COMPANY: FLORIDA <i>KTO 9/9/2016</i>

PROPERTY NUMBERS Total: 15

Property Type	Number	Word Mark
Registration Number:	1976901	
Registration Number:	3105770	EMERGENCY VETERINARY CLINIC OF NORTHERN
Registration Number:	3241035	THE HOPE CENTER FOR ADVANCED VETERINARY
Registration Number:	3235593	THE HOPE CENTER FOR ADVANCED VETERINARY
Registration Number:	4581652	HOPE ADVANCED VETERINARY CENTER
Registration Number:	4581651	HOPE ADVANCED VETERINARY CENTER
Registration Number:	4748752	HOPE ADVANCED VETERINARY CENTER PARTNER
Registration Number:	4590131	HOPE
Registration Number:	4748753	HOPE PARTNER IN CARE
Registration Number:	4653832	O H
Registration Number:	4748754	PARTNER IN CARE
Serial Number:	86742055	O +
Serial Number:	86742049	READYVETS
Serial Number:	86742046	READYVETS URGENT CARE FOR PETS
Serial Number:	86731116	READYVETS

OP \$390.00 1976901

CORRESPONDENCE DATA

Fax Number: 7032182160

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: 7032182138

Email: sue.williams@ofplaw.com,kevin.oliveira@ofplaw.com

Correspondent Name: Kevin T. Oliveira

Address Line 1: 1775 Wiehle Avenue, Suite 400

Address Line 2: Odin, Feldman & Pittleman, PC

Address Line 4: Reston, VIRGINIA 20190-5159

NAME OF SUBMITTER:	Kevin Oliveira
SIGNATURE:	/kevin.oliveira/
DATE SIGNED:	09/06/2016

Total Attachments: 11

source=Trademark Assignment (Executed) May 1 2016#page1.tif
source=Trademark Assignment (Executed) May 1 2016#page2.tif
source=Trademark Assignment (Executed) May 1 2016#page3.tif
source=Trademark Assignment (Executed) May 1 2016#page4.tif
source=Trademark Assignment (Executed) May 1 2016#page5.tif
source=Trademark Assignment (Executed) May 1 2016#page6.tif
source=Trademark Assignment (Executed) May 1 2016#page7.tif
source=Trademark Assignment (Executed) May 1 2016#page8.tif
source=Trademark Assignment (Executed) May 1 2016#page9.tif
source=Trademark Assignment (Executed) May 1 2016#page10.tif
source=Trademark Assignment (Executed) May 1 2016#page11.tif

TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (this “**Assignment**”) is made and entered into as May 1, 2016 (the “**Effective Date**”), by and among **BLUEPEARL VIRGINIA, LLC**, a Florida limited liability company (“**Buyer**”), and **HOPE ADVANCED VETERINARY CENTER HOLDINGS, LLC**, a Virginia limited liability company (“**Holdings**”), **HOPE ADVANCED VETERINARY CENTER (VIENNA), LLC**, a Virginia limited liability company (“**Vienna**”), **HOPE ADVANCED VETERINARY CENTER (ROCKVILLE), LLC**, a Virginia limited liability company (“**Rockville**”), and **READYVETS HOLDINGS, LLC**, a Virginia limited liability company (“**ReadyVets**”). Holdings, Vienna, Rockville, and ReadyVets are each individually referred to as a “**Seller**” and collectively as the “**Sellers.**”

RECITALS

- R-1** The Sellers and the Buyer have entered into that certain Asset Purchase Agreement, dated as of April 1, 2016 (the “**APA**”), under which, among other things, the Buyer agreed to purchase all right, title, and interest in and to the Purchased Assets, including the Sellers’ Intellectual Property, and Sellers agreed to sell all right, title, and interest in and to the Purchased Assets, including the Sellers’ Intellectual Property. Capitalized terms used in this Assignment and not otherwise defined in it have the meanings assigned to such terms in the APA.
- R-2** The Sellers have rights in certain trademarks, trade names, and/or service marks including without limitation those listed on **Schedule A** hereto, including such applications for trademark registration noted therein, together with the goodwill of the businesses associated therewith (collectively, the “**Marks**”). The Sellers are also have rights in certain domain names including without limitation those listed on **Schedule B** hereto, including all associated goodwill and all related rights (collectively the “**Domains**”). The Sellers are also have rights in certain social media identifiers including without limitation those listed on **Schedule C** hereto, including all associated goodwill and all related rights (collectively “**Social Media Accounts**”). The Sellers still further have certain rights in advertising keywords used in connection with the businesses associated with the Marks, Domains and Social Media accounts, said rights being granted through agreements with various search engine providers (collectively “**Advertising Keyword Rights**”).
- R-3** As of the Effective Date, the Sellers now desire to sell, transfer, assign to the Buyer all of their interest in Seller’s Intellectual Property (including without limitation the Marks, Domains, Social Media Accounts, and Advertising Keyword Rights) and the Buyer desires to purchase, acquire, and accept all of Sellers’ interest in such Intellectual Property.

AGREEMENT

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

- 1) Assignment. Sellers, respectively, hereby sell, assign, grant, transfer and otherwise convey to Buyer, its successors and assigns, all rights, title and interest in and to the Marks, Domains, Social Media Accounts, and Advertising Keyword Rights (that Sellers have or may have) including but not limited to all of Seller's respective common law rights, state law rights, contract rights, and all registrations and applications for registration pertaining to any of the foregoing, in all states, nations, communities, and regions worldwide, and all of the goodwill associated therewith and the goodwill of all businesses symbolized thereby, and together with all liabilities, duties and obligations relating thereto, all rights to file applications directed to and obtain and maintain registrations and other rights worldwide, and all rights to bring actions and recover damages for any and all past, present, and future infringement, dilution or other unauthorized use thereof in any jurisdiction throughout the world, with the right to sue for, and collect the same for the Buyer's own use and enjoyment and for the use and enjoyment of its successors, assigns, or other legal representatives.
- 2) Authorization. Sellers authorizes and requests any (i) official throughout the United States and the world, whose duty is to register and record ownership in trademark registrations and applications for registration of trademarks, (ii) registrar of domain names or social media identifiers, and (iii) any seller or licensor of advertising keywords, to record or otherwise treat Buyer as the assignee and owner of any and all of Sellers respective rights in the Marks, Domain Names, Social Media Accounts, and Advertising Keyword Rights. Sellers further authorize Buyer and its successors and assigns to take any appropriate action in connection with the Marks, Domain Names, Social Media Accounts, Advertising Keyword Rights and all other applications, registrations, goodwill, agreements and rights assigned hereunder, in the name of the Sellers, at Buyer's own expense.
- 3) Further Assurances. Each Seller agrees to execute and deliver any additional documents that Buyer reasonably deems necessary or desirable to perfect Buyer's ownership of or title to the rights and property transferred herein. Furthermore, each Seller agrees to cooperate with Buyer upon Buyer's request, and for no additional consideration, to perfect, record, and otherwise document Buyer's rights in and to the Marks, Domain Names, Social Media Accounts, Advertising Keyword Rights and, for each of the foregoing, all associated rights and goodwill, and all registration and applications for registrations thereof throughout the world including, without limitation, executing such separate assignments, certifications, consents and other documents as Buyer may reasonably deem necessary or desirable in maintaining such rights, filings, prosecution, or maintaining any registrations or applications, and recording and otherwise perfecting and enforcing Buyer's rights and title hereunder. To the extent any separate assignments are executed or recorded in connection with any registration or application, such separate assignment shall be deemed to memorialize the transfer of rights, title, and interest described herein and in the APA and, to the extent any such separate assignment or other document is inconsistent with this Assignment, the separate assignment or other document and this Assignment shall be interpreted together such that the maximum possible rights, title, and interests are assigned and transferred to Buyer.

- 4) Reliance. Any registrar, nation or state, or agency or representative thereof, or individual, partnership, corporation, or other entity, may rely without further inquiry upon: (i) the powers and rights granted to Buyer herein; and (ii) the authenticity of any copy, conformed or otherwise, hereof upon any notarization, certification, verification, affidavit, or jurat by any notary public of any nation or state relating to the authorization, execution, and delivery of this Assignment.

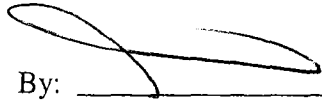
- 5) Miscellaneous. The terms and provisions of this Assignment shall be binding upon and shall extend to, and inure to the benefit of, the parties and their successors and assigns. In the event that any term or provision of this Assignment is held to be invalid, illegal or unenforceable in any respect, such term or provision shall be deemed amended to the extent necessary to render it valid, legal, and enforceable, and the parties agree to be bound by the same as thus amended, and the remaining terms and provisions of this Assignment shall not in any way be affected or impaired thereby. This Assignment (i) does not modify or affect, and is subject to, the APA's terms, (ii) is governed by the laws of the State of Virginia, without regard to its conflicts of laws provisions that would result in application of the laws of any other jurisdiction, and (iii) may be signed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

[SIGNATURES APPEAR ON THE FOLLOWING PAGE]

IN WITNESS WHEREOF, the Sellers and the Buyer have caused this Assignment to be signed by their duly authorized representatives as of the Effective Date.

BUYER:

BLUEPEARL VIRGINIA, LLC

By:  _____

Name: Darryl S. Shaw

Title: Manager

SELLERS:

**HOPE ADVANCED VETERINARY
CENTER HOLDINGS, LLC**

By: _____

Name: Kristine Boucher

Title: Chief Executive Officer

**HOPE ADVANCED VETERINARY
CENTER (VIENNA), LLC**

By: _____

Name: Kristine Boucher

Title: Chief Executive Officer

**HOPE ADVANCED VETERINARY
CENTER (ROCKVILLE), LLC**

By: _____

Name: Kristine Boucher

Title: Chief Executive Officer

READYVETS HOLDINGS, LLC

By: _____

Name: Kristine Boucher

Title: Chief Executive Officer

IN WITNESS WHEREOF, the Sellers and the Buyer have caused this Assignment to be signed by their duly authorized representatives as of the Effective Date.

BUYER:

BLUEPEARL VIRGINIA, LLC

By: _____

Name: Darryl S. Shaw

Title: Manager

SELLERS:

**HOPE ADVANCED VETERINARY
CENTER HOLDINGS, LLC**

By: KBoucher

Name: Kristine Boucher

Title: Chief Executive Officer

**HOPE ADVANCED VETERINARY
CENTER (VIENNA), LLC**

By: KBoucher

Name: Kristine Boucher

Title: Chief Executive Officer

**HOPE ADVANCED VETERINARY
CENTER (ROCKVILLE), LLC**

By: KBoucher

Name: Kristine Boucher

Title: Chief Executive Officer

READYVETS HOLDINGS, LLC

By: KBoucher

Name: Kristine Boucher

Title: Chief Executive Officer

SCHEDULE A: Marks

(1) DESIGN (original), Registration No. 1,976,901, is the bandage, as below:



and covers the services of “veterinary services”.

(2) EMERGENCY VETERINARY CLINIC OF NORTHERN VIRGINIA, Registration No. 3,105,770, is the bandage and those words below that bandage, as below:



and covers the services of “veterinary services and veterinary surgery”.

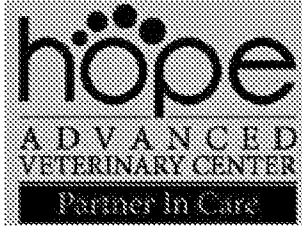
(3) HOPE ADVANCED VETERINARY CENTER, Registration No. 4,581,652, is for those “standard characters” and is independent of any font or style or included logo elements and covers the services of “veterinary services; veterinary surgery; veterinary medical services; veterinary diagnostic services; veterinary dentistry; emergency veterinary services; veterinary specialty services, namely, providing medical, diagnostic, surgical and dental services for animals”.

(4) HOPE ADVANCED VETERINARY CENTER and Design, Registration No. 4,581,651, is as below:



and covers the services of “veterinary services; veterinary surgery; veterinary medical services; veterinary diagnostic services; veterinary dentistry; emergency veterinary services; veterinary specialty services, namely, providing medical, diagnostic, surgical and dental services for animals”.

(5) HOPE ADVANCED VETERINARY CENTER PARTNER IN CARE logo, Registration No. 4,748,752, is as below:



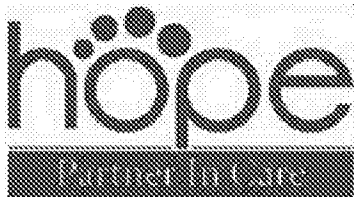
and covers the services of “customer loyalty services for commercial, promotional and/or advertising purposes; Customer loyalty services, namely, incentive programs to promote frequent customer patronage through rewards; retail store services and online retail store services featuring a bonus incentive program for customers; retail store services and online retail store services in the field of veterinary services” and “veterinary services; veterinary surgery; veterinary medicine; veterinary diagnostic services; veterinary laboratory services; veterinary pharmacy services; veterinary dentistry; emergency veterinary services; veterinary specialty services, namely, providing medical, diagnostic, surgical, laboratory, pharmacy and dental services for animals”.

(6) HOPE Design, Registration No. 4,590,131, is as below:



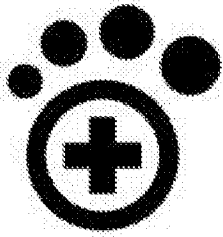
and covers the services of “veterinary services; veterinary surgery; veterinary medical services; veterinary diagnostic services; veterinary dentistry; emergency veterinary services; veterinary specialty services, namely, providing medical, diagnostic, surgical and dental services for animals”.

(7) HOPE PARTNER IN CARE logo, Registration No. 4,748,753, is as below:



and covers the services of “customer loyalty services for commercial, promotional and/or advertising purposes; Customer loyalty services, namely, incentive programs to promote frequent customer patronage through rewards; retail store services and online retail store services featuring a bonus incentive program for customers; retail store services and online retail store services in the field of veterinary services” and “veterinary services; veterinary surgery; veterinary medicine; veterinary diagnostic services; veterinary laboratory services; veterinary pharmacy services; veterinary dentistry; emergency veterinary services; veterinary specialty services, namely, providing medical, diagnostic, surgical, laboratory, pharmacy and dental services for animals”.

(8) Logo, Application Serial No. 86/742055 (*related to Ready Vets Holdings, LLC*), is as below:



and covers the services of “retail veterinary pharmacy services; veterinary specialty services, namely, providing retail pharmacy for animals”, “veterinary laboratory services; veterinary specialty services, namely, providing laboratory services for animals” and “veterinary services; veterinary surgery; veterinary medical services; veterinary diagnostic services; veterinary dentistry; emergency veterinary services; veterinary specialty services, namely, providing medical, diagnostic, surgical and dental services for animals”.

(9) Logo + READYVETS, Application Serial No. 86/742049 (*related to Ready Vets Holdings, LLC*), is as below:



and covers the services of “retail veterinary pharmacy services; veterinary specialty services, namely, providing retail pharmacy for animals”, “veterinary laboratory services; veterinary specialty services, namely, providing laboratory services for animals” and “veterinary services; veterinary surgery; veterinary medical services; veterinary diagnostic services; veterinary dentistry; emergency veterinary services; veterinary specialty services, namely, providing medical, diagnostic, surgical and dental services for animals”.

(10) Logo + READYVETS URGENT CARE FOR PETS, Application Serial No. 86/742046 (*related to Ready Vets Holdings, LLC*), is as below:



and covers the services of “retail veterinary pharmacy services; veterinary specialty services, namely, providing retail pharmacy for animals”, “veterinary laboratory services; veterinary specialty services, namely, providing laboratory services for animals” and “veterinary services; veterinary surgery; veterinary medical services; veterinary diagnostic services; veterinary dentistry; emergency veterinary services; veterinary specialty services, namely, providing medical, diagnostic, surgical and dental services for animals”.

(11) OH Design, Registration No. 4,653,832, is as below:



and covers the services of “veterinary services; veterinary surgery; veterinary medical services; veterinary diagnostic services; veterinary dentistry; emergency veterinary services; veterinary specialty services, namely, providing medical, diagnostic, surgical and dental services for animals”.

(12) PARTNER IN CARE, Registration No. 4,748,754, is for those “standard characters” and is independent of any font or style or included logo elements and covers the services of “customer loyalty services for commercial, promotional and/or advertising purposes; Customer loyalty services, namely, incentive programs to promote frequent customer patronage through rewards; retail store services and online retail store services featuring a bonus incentive program for customers; retail store services and online retail store services in the field of veterinary services” and “veterinary services; veterinary surgery; veterinary medicine; veterinary diagnostic services; veterinary laboratory services; veterinary pharmacy services; veterinary dentistry; emergency veterinary services; veterinary specialty services, namely, providing medical, diagnostic, surgical, laboratory, pharmacy and dental services for animals”.

(13) READYVETS, Application Serial No. 86/731116 (*related to Ready Vets Holdings, LLC*), is for those “standard characters” and is independent of any font or style or included logo elements and covers the services of “retail veterinary pharmacy services; veterinary specialty services, namely, providing retail pharmacy for animals”, “veterinary laboratory services; veterinary specialty services, namely, providing laboratory services for animals” and “veterinary services; veterinary surgery; veterinary medical services; veterinary diagnostic services; veterinary dentistry; emergency veterinary services; veterinary specialty services, namely, providing medical, diagnostic, surgical and dental services for animals”.

(14) THE HOPE CENTER FOR ADVANCED VETERINARY MEDICINE DESIGN, Registration No. 3,241,035, is as below:



and covers the services of “veterinary services and veterinary surgery”.

(15) THE HOPE CENTER FOR ADVANCED VETERINARY MEDICINE, Registration No. 3,235,593, is for those “standard characters” and is independent of any font or style or included logo elements and covers the services of “veterinary services and veterinary surgery”.

SCHEDULE B: Domains

Domain	Registrar
<u>familyveterinarymedicine.com</u>	tierra.Net
<u>familyvetmedicine.com</u>	tierra.Net
<u>hopecenter.com</u>	tierra.Net
<u>hopeveterinary.com</u>	tierra.Net
<u>hopeveterinarymedicine.com</u>	tierra.Net
<u>hopevetmed.com</u>	tierra.Net
<u>hopevetmedicine.com</u>	tierra.Net
<u>hopevm.com</u>	tierra.Net
<u>nightowivets.com</u>	tierra.Net
<u>urgentvetcare.com</u>	tierra.Net
<u>urgentveterinarycare.com</u>	tierra.Net
<u>urgentveterinarymedicine.com</u>	tierra.Net
<u>urgentvetmedicine.com</u>	tierra.Net
<u>emergencyvetclinic.com</u>	<u>hover.com</u>
ready.vet	GoDaddy
<u>redivets.com</u>	GoDaddy
<u>readyvets.com</u>	GoDaddy
<u>readyvets.net</u>	GoDaddy
<u>urgentpawsvet.com</u>	GoDaddy
hopespecialty.vet	<u>landl.com</u>
advanced.vet	<u>landl.com</u>
hopeemergency.vet	<u>landl.com</u>
hope.vet	<u>landl.com</u>
hopecenter.vet	<u>landl.com</u>

SCHEDULE C: Social Media Accounts

- Facebook pages – Hope Advanced Veterinary Center – Vienna and Hope Advanced Veterinary Center – Rockville
- Twitter Accounts – @HopeVetVienna and @HopeVetRock