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TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM633112

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

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Mars, Incorporated		12/18/2020	Corporation: DELAWARE

RECEIVING PARTY DATA

Name:	Kinship Partners, Inc.	
Street Address:	190 3rd Ave.	
City:	Brooklyn	
State/Country:	NEW YORK	
Postal Code:	11217	
Entity Type:	Corporation: DELAWARE	

PROPERTY NUMBERS Total: 43

Property Type	Number	Word Mark
Serial Number:	87696164	BREED COUNT MATTERS
Registration Number:	4899390	CANINE HERITAGE
Registration Number:	5186594	CATS CAN'T TALK, BUT THEIR DNA CAN
Serial Number:	88730898	COMPLETE COMPANION CARE
Registration Number:	4732081	DOGS CAN'T TALK, BUT THEIR DNA CAN
Registration Number:	4672616	DOGTRAX
Registration Number:	4679608	DOGTRAX
Serial Number:	88895569	FAUNA
Registration Number:	4309634	GIVE THE GIFT OF WISDOM
Serial Number:	88169504	GOODEST DOG CLUB
Registration Number:	4086806	INSIGHTS
Serial Number:	88227364	К
Serial Number:	88129330	KINSHIP
Registration Number:	3659307	MARS VETERINARY
Registration Number:	2222041	OPTIGEN
Registration Number:	4195510	OPTIMAL SELECTION
Serial Number:	88047703	
Registration Number:	5814608	
Serial Number:	87903167	

TRADEMARK REEL: 007226 FRAME: 0739

900603493

Property Type	Number	Word Mark
Serial Number:	87618289	PETPASSPORT
Serial Number:	87618361	PETPASSPORT
Serial Number:	87618363	PETPASSPORT
Serial Number:	87618365	PETPASSPORT
Serial Number:	88742551	PIXELPAWS
Registration Number:	5815061	PUPPO
Registration Number:	5408155	SMARTER BREEDING THROUGH GENETICS
Registration Number:	6064494	SWAB-A-THON
Registration Number:	5697519	TREAT
Serial Number:	88709679	VETINSIGHT
Serial Number:	88931406	VETINSIGHT
Serial Number:	87351653	WISDOM HEALTH
Registration Number:	5709788	WISDOM HEALTH
Registration Number:	3754997	WISDOM PANEL
Registration Number:	3740308	WISDOM PANEL
Registration Number:	3914949	WISDOM PANEL INSIGHTS
Registration Number:	3914950	WISDOM PANEL PROFESSIONAL
Registration Number:	5650971	WISDOM PANEL
Serial Number:	88817714	WITZIG
Serial Number:	88816396	WITZIG
Serial Number:	88816397	WITZIG
Serial Number:	88816398	WITZIG
Serial Number:	88816399	WITZIG
Serial Number:	88816400	WITZIG

CORRESPONDENCE DATA

Fax Number: 2028576395

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: 202-857-6000

Email: jimeelah.berryman@arentfox.com

Correspondent Name: Jason J. Mazur
Address Line 1: 1717 K Street, NW
Address Line 2: Arent Fox LLP

Address Line 4: Washington, D.C. 20006-5344

ATTORNEY DOCKET NUMBER:	037489.00119
NAME OF SUBMITTER:	Jason J. Mazur
SIGNATURE:	/Jason J. Mazur/
DATE SIGNED:	03/19/2021

Total Attachments: 8

- source=(USA) Master Trademark Assignment Agreement between Mars, Incorporated and Kindship Partners, Inc#page1.tif
- source=(USA) Master Trademark Assignment Agreement between Mars, Incorporated and Kindship Partners, Inc#page2.tif
- source=(USA) Master Trademark Assignment Agreement between Mars, Incorporated and Kindship Partners, Inc#page3.tif
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- source=(USA) Master Trademark Assignment Agreement between Mars, Incorporated and Kindship Partners, Inc#page8.tif

TRADEMARK ASSIGNMENT AGREEMENT

Between Mars, Incorporated and Kinship Partners, Inc.

WHEREAS, Mars, Incorporated, ("Assignor"), a Delaware corporation having an address at 6885 Elm St., McLean, VA 22101, has agreed to sell and assign to Kinship Partners, Inc., a Delaware corporation having an address at 190 3rd Ave., Brooklyn, NY 11217, ("Assignee"), its successors, assigns, nominees, or other legal representatives, the entire right, title, interest, and goodwill in and to the trademarks/service marks identified on attached Exhibit A (collectively, the "Trademarks").

WHEREAS, in order to effectuate Assignor's assignment to Assignee of its entire rights, title and interests in and to the intellectual property of Assignor being sold to Assignee, Assignor is executing this instrument of assignment.

FOR GOOD AND VALUABLE CONSIDERATION, the sufficiency and receipt of which are hereby acknowledged, Assignor hereby assigns, transfers and conveys to Assignee, Assignor's entire worldwide right, title and interest in and to, including, without limitation, any and all common law rights thereto, as well as the goodwill of the business symbolized by, the Trademarks.

Together with Assignor's worldwide right, title and interest in and to each of the Trademarks, as well as the goodwill of the business associated with said Trademarks being assigned to Assignee, are the rights to police, monitor and enforce said Trademarks against any and all past infringements (including, without limitation, the right to sue for and collect damages caused by any such infringement) which may have occurred at any time in the unlimited past, up to the date of this present Assignment, together with any and all further privileges in the United States and throughout the world to establish use, ownership, and/or registration of the Trademarks.

Assignor hereby covenants and warrants that, with respect to each Trademark, it has the full right to convey the above-described right, title, interest and goodwill by this instrument, free of any encumbrances. Assignor further covenants and warrants that no other agreement has been or will be executed in conflict herewith.

Assignor agrees to perform all affirmative acts which may be necessary or desirable to perfect the above-described transfer of rights, or to secure registration before the United States Patent and Trademark Office or any foreign Office, at Assignee's expense, as well as to cooperate with Assignee in obtaining and/or providing information required in any proceedings relating to the Trademarks, again at Assignee's expense.

Assignor further authorizes the Commissioner of Patents and Trademarks of the United States and the appropriate official in any other country, to issue any and all trademark registrations, amended registrations and/or renewals that may be granted upon any application or petition for same, to Assignee, and/or Assignee's successors and/or assigns.

Assignor hereby grants to the designated attorneys of Assignee, the authority and power to insert on this instrument, any further identification which may be necessary or desirable for purposes of recordation by the United States Patent and Trademark Office or the Trademark Office of any other country throughout the world.

In WITNESS WHEREOF, Assignor has caused this instrument to be executed on this _18^{ft} day of December, 2020, effective as of January 3, 2021.

Mars, Incorporated (Assignor) By: Printed Name: Sophie Anger Sophie B. Anger, Esq. Title: Authorized Signatory Associate General Counsel Marketing Properties On December 19, 2020 before me Robert Mayos, Notary Public in and for said county, personally appeared Sophie Anger who has satisfactorily identified herself as the signer or

My commission expires:

State of New Jersey

County of Union

witness to the above-referenced document.

ROBERT MAYERS NOTARY PUBLIC OF NEW JERSEY Commission # 50131033 My Commission Expires 7/8/2025

Kinship Partners, Inc. (Assignee)

By:

(signature)

Printed Name: Tim Hirsch

Title: Secretary

State of New York

County of New York

On the 23 day of December, in the year 2020 before me, the undersigned notary public, personally appeared Tim Hirsch, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Signature

Print: Martial Donhomn

My commission expires: Aufust 7,203

Notary Public State of New York Martial Bonhomme No: 01806150679

Gualified in New York County
Commission Expires August 7, 2022

MARS, INCORPORATED

EXHIBIT A

<u>USA</u>

COUNTRY	MARK	APP. NO.	FILING DATE	REG. NO.	REG. DATE
USA	BREED COUNT MATTERS	87696164	11/23/2017		
USA	CANINE HERITAGE	86470482	12/03/2014	4899390	2/09/2016
USA	CATS CAN'T TALK, BUT THEIR DNA CAN	87207805	10/18/2016	5186594	4/18/2017
USA	COMPLETE COMPANION CARE w/Cat Dog Silhouette b/w Device complete companion care	88730898	12/17/2019		
USA	DOGS CAN'T TALK, BUT THEIR DNA CAN	85898024	4/08/2013	4732081	5/05/2015
USA	DOGTRAX	86044354	8/21/2013	4672616	1/13/2015
USA	DOGTRAX and Paw Print b/w Device	86044406	8/21/2013	4679608	1/27/2015
USA	FAUNA	88895569	4/30/2020		
USA	GENOSCOPER	79137486 (IR1179047)	2/08/2013	4705706 (IR1179047)	3/24/2015
USA	GENOSCOPER b/w Device	79137243 (IR1178447)	1/21/2013	4705702 (IR1178447)	3/24/2015

USA	GIVE THE GIFT OF WISDOM	85298619	4/19/2011	4309634	3/26/2013
USA	GOODEST DOG CLUB	88169504	10/25/2018		
USA	INSIGHTS	85288863	4/07/2011	4086806	1/17/2012
USA	K Kinship b/w Device	88227364	12/12/2018		
USA	KINSHIP	88129330	9/24/2018		
USA	MARS VETERINARY	77977291	1/10/2007	3659307	7/21/2009
USA	MY CAT DNA Device	79173891 (IR1268177)	4/17/2015	5029152 (IR1268177)	4/17/2015
USA	MY DOG DNA Device	79136452 (IR1176380	7/03/2013	4725732 (IR1176380)	4/28/2015
USA	OPTIGEN	75315424	6/26/1997	2222041	2/02/1999
USA	OPTIMAL SELECTION	85290284	4/08/2011	4195510	8/21/2012
USA	Origami Cat b/w (grayscale) Device	88047703	7/23/2018		

USA	Origami Dog b/w (grayscale) Device	87903162	5/02/2018	5814608	7/23/2019
USA	Origami Dog b/w (grayscale) Device	87903167	5/02/2018	·	
USA	PETPASSPORT	87618289	9/22/2017		
USA	PETPASSPORT	87618361	9/22/2017		
USA	PETPASSPORT	87618363	9/22/2017		
USA	PETPASSPORT	87618365	9/22/2017		
USA	PIXELPAWS	88742551	12/30/2019		
USA	PUPPO	88088916	8/23/2018	5815061	7/23/2019
USA	SMARTER BREEDING THROUGH GENETICS	87015312	4/27/2016	5408155	2/20/2018
USA	SWAB-A-THON	87207864	10/19/2016	6064494	5/26/2020
USA	TREAT	86368402	8/15/2014	5697519	3/12/2019

USA	VETINSIGHT	88709679	11/27/2019		
USA	VETINSIGHT and lightbulb w/paw b/w Device Vet@Insight	88931406	5/24/2020		
USA	WISDOM HEALTH	87351653	2/27/2017		
USA	WISDOM HEALTH	88085688	8/21/2018	5709788	3/26/2019
USA	WISDOM PANEL	76667325	10/10/2006	3754997	3/02/2010
USA	WISDOM PANEL	76979037	10/10/2006	3740308	1/19/2010
USA	WISDOM PANEL INSIGHTS	77804175	8/13/2009	3914949	2/01/2011
USA	WISDOM PANEL PROFESSIONAL	77804191	8/13/2009	3914950	2/01/2011
USA	WISDOM PANEL w/ Helix b/w Device W # S D O M PANEL	87692041	11/20/2017	5650971	1/08/2019

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USA	WITZIG	88817714	3/02/2020	
USA	WITZIG	88816396	3/01/2020	
USA	WITZIG	88816397	3/01/2020	
USA	WITZIG	88816398	3/01/2020	:
USA	WITZIG	88816399	3/01/2020	
USA	WITZIG	88816400	3/01/2020	