503732512 03/11/2016

PATENT ASSIGNMENT COVER SHEET

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| SUBMISSION TYPE: | NEW ASSIGNMENT |
|-----------------------|----------------|
| NATURE OF CONVEYANCE: | ASSIGNMENT |

CONVEYING PARTY DATA

| Name | Execution Date |
|-------------------|----------------|
| BRETT SHORENSTEIN | 11/03/2015 |
| DAVID SHORENSTEIN | 11/03/2015 |

RECEIVING PARTY DATA

| Name: | NYC VETERINARY PARTNERS, LLC |
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PROPERTY NUMBERS Total: 1

| Property Type | Number |
|----------------|---------|
| Patent Number: | 8464662 |

CORRESPONDENCE DATA

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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.

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| ATTORNEY DOCKET NUMBER: | WPL20141083-P0001 |
|--|--|
| IAME OF SUBMITTER: PATRICIA P. WERSCHULZ | |
| SIGNATURE: | /Patricia P. Werschulz/ |
| DATE SIGNED: 03/11/2016 | |
| | This document serves as an Oath/Declaration (37 CFR 1.63). |

Total Attachments: 2

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PATENT 503732512 REEL: 037952 FRAME: 0822

ASSIGNMENT

We, the undersigned, have invented certain inventions and improvements disclosed in U.S. Patent No. 8,464,662, titled "Automatic Housebreaking Pad Disposal Apparatus," which was granted on June 18, 2013 ("the Patent").

For one dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which we acknowledge, we:

- Agree to assign, transfer, convey, and sell, hereby assign, transfer, convey, and sell and have assigned, transferred, conveyed, and sold to NYC Veterinary Partners LLC, a limited liability corporation registered in the state of New York and having an address of 1330 1st Avenue New York, NY 10021 ("Assignee"), the entire right, title, and interest in and to:
 - (a) all intellectual property (including, without limitation, any innovation, information, invention, discovery, product, process, work or design) disclosed, embodied, shown, or claimed in the Patent, implicitly or explicitly;
 - (b) the Patent, the right to claim priority to the Patent, all applications based in whole or in part upon the Patent, including, without limitation, all applications that are a provisional, non-provisional, design, divisional, continuation, continuation-in-part, registration, utility model, industrial design, reissue, renewal, substitute, extension, reexamination, post-grant review, inter partes review, supplemental examination or non-U.S. patent application or application for other rights based in whole or in part on the Patent;
 - (c) all patents (including, without limitation, all U.S. and non-U.S. patents, registrations, utility models, industrial designs, design patents, counterparts, continuations, continuations-in-part, divisionals, reissues, renewals, substitutes, extensions, reexaminations, post-grant reviews, inter partes reviews and supplemental examinations) that are granted or issued upon, or that claim priority to, any and all applications described in (b) of this paragraph or that disclose or claim intellectual property described in (a) of this paragraph, in whole or in part; and
 - (d) all claims for damages by reason of past infringement of any rights under the applications or patents described in (a), (b) or (c) of this paragraph (including provisional rights to reasonable royalties pursuant to 35 U.S.C. §154(d)) and the right to sue for and collect such damages and royalties for Assignee's own use.
- 2. Authorize and request the United States Patent and Trademark Office or any other U.S. or non-U.S. agency to issue to the Assignee any and all patent(s), or other

PATENT REEL: 037952 FRAME: 0823 rights or documents, resulting from the intellectual property, patent application(s) and patents described in paragraph 1 of this Assignment.

- 3. Agree to sign all papers and documents, including without limitation, applications, declarations, oaths and petitions, and, at the Assignee's expense, perform any other acts that are necessary in connection with prosecution of patent application(s) or intellectual property described in paragraph 1 of this Assignment and the enforcement of patent(s) or other rights resulting from such patent application(s) or intellectual property.
- 4. Agree that the terms, covenants, and conditions of this Assignment shall inure to the benefit of the Assignee, its successors, assigns and other legal representative, and shall be binding upon us, as well as our heirs, legal representatives, and assigns.
- 5. Promise and affirm that we have not entered, and will not enter, into any assignment, contract, or understanding that conflicts with this Assignment.

Signed on the date indicated beside our signatures.

David Shorenstein

Date: []/3//5

Date: November 3, 2015

PATENT

REEL: 037952 FRAME: 0824

RECORDED: 03/11/2016