

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT4455640

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	ASSIGNMENT	
CONVEYING PARTY DATA		
	Name	Execution Date
	MICHEL MAURER	05/29/2017
RECEIVING PARTY DATA		
Name:	HYPER PET LLC	
Street Address:	3100 S. MERIDIAN	
City:	WICHITA	
State/Country:	KANSAS	
Postal Code:	67217	
PROPERTY NUMBERS Total: 1		
Property Type	Number	
Patent Number:	7380521	
CORRESPONDENCE DATA		
Fax Number:	(215)656-3301	
<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:	2156563309	
Email:	ip.phil@dlapiper.com	
Correspondent Name:	DLA PIPER LLP (US)	
Address Line 1:	1650 MARKET STREET	
Address Line 2:	SUITE 4900	
Address Line 4:	PHILADELPHIA, PENNSYLVANIA 19103	
ATTORNEY DOCKET NUMBER:	GCA-1-G (394980-2)	
NAME OF SUBMITTER:	DARIUS C. GAMBINO	
SIGNATURE:	/Darius C. Gambino/	
DATE SIGNED:	06/12/2017	
Total Attachments: 5		
source=Assignment#page1.tif		
source=Assignment#page2.tif		
source=Assignment#page3.tif		
source=Assignment#page4.tif		
source=Assignment#page5.tif		

INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This Intellectual Property Assignment Agreement (this “Agreement”), effective as of May 29, 2017 (the “Effective Date”), is by and between Hyper Pet LLC, a Delaware limited liability company (“Assignee”), and Michel Maurer, a resident of United Kingdom (“Assignor”).

Recitals

WHEREAS, Assignee, Julian Morton, an individual resident of the State of Georgia, and ABOGear, LLC, a Georgia limited liability company, have entered into that certain Asset Purchase Agreement, dated on or about the date hereof (the “Purchase Agreement”; all capitalized terms used in this Agreement but not otherwise defined herein are given the meanings set forth in the Purchase Agreement), pursuant to which, among other things, Assignee has required that Assignor assign (at Sections 2.01(d) and 3.02(c)(viii) thereof) all of his rights, title and interests in the patents and patent applications listed on **Schedule A** attached hereto (all such patents, registrations and applications, collectively, the “Assigned IP”).

NOW, THEREFORE, in consideration of the mutual covenants, terms and conditions set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Assignment. Subject to the terms and conditions of the Purchase Agreement, and for the sum of \$1.00 and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor does hereby assign unto Assignee all of Assignor’s right, title and interest in and to the Assigned IP and the registrations and applications therefor in the United States and throughout the world together with the goodwill of the business symbolized by the Assigned IP, along with the right to sue and recover for, and the right to profits, penalties or damages due or accrued, arising out of or in connection with any and all past, present and future infringements or dilution of or damage or injury to the Assigned IP or such represented goodwill, in each case, subject to the terms and conditions of the Agreement. To the extent that any of the Trademarks constitute “intent to use” applications filed in the US Trademark Office, Assignor and Assignee hereby agree and acknowledge that such Trademarks are being assigned with all or substantially all of the Assignor’s business relating to the respective Trademark.

2. Further Assurances. Assignor agrees to execute and deliver at the request of Assignee, all papers, instruments, and assignments, and to perform other reasonable acts Assignee may require in order to vest all of Assignor’s right, title and interest in and to the Assigned IP in Assignee and/or to provide evidence to support any of the foregoing in the event such evidence is deemed necessary by Assignee, to the extent such evidence is in the possession or control of Assignor.

3. Terms of the Purchase Agreement. The terms of the Purchase Agreement, including, but not limited to, the representations, warranties, covenants, agreements and indemnities are incorporated herein by this reference. The parties hereto 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 full extent provided therein. In the event of any conflict or inconsistency between the terms of the Purchase Agreement and the terms hereof, the terms of the Purchase Agreement shall govern.

4. No Implied Rights in Third Parties. Nothing expressed or implied in this Agreement is intended to confer upon any person, other than the parties hereto, or their respective successors or permitted assigns, any rights, remedies, obligations or liabilities under or by reason of this Agreement.

5. Successors and Assigns. This Agreement and all of the provisions hereof shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns.

6. Governing Law. This Agreement shall be governed by and construed in accordance with the internal laws of the State of Delaware without giving effect to any choice or conflict of law provision or rule (whether of the State of Delaware or any other jurisdiction).

7. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, email or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

8. Further Assurances. Each of the parties hereto shall execute and deliver, at the reasonable request of the other party hereto, such additional documents, instruments, conveyances and assurances and take such further actions as such other party may reasonably request to carry out the provisions hereof and give effect to the transactions contemplated by this Agreement.

SIGNATURE PAGE FOLLOWS

IN WITNESS WHEREOF, the parties have executed this Agreement to be effective as of the date first written above.

ASSIGNEE:

HYPER PET LLC,
a Delaware limited liability company

By: 

Name: Timothy Blurton

Title: Chief Executive Officer

ASSIGNOR:

Michel Mauer

[Remainder of page intentionally left blank]

[Signature Page to Intellectual Property Assignment Agreement]

IN WITNESS WHEREOF, the parties have executed this Agreement to be effective as of the date first written above.

ASSIGNEE:

HYPER PET LLC,
a Delaware limited liability company

By: _____

Name: Timothy Blurton

Title: Chief Executive Officer

ASSIGNOR:

A handwritten signature in black ink, appearing to read "M Maurer", written over a horizontal line.

Michel Maurer

[Remainder of page intentionally left blank]

Schedule A

Assigned IP

ASSIGNEE	TITLE	APP. NO.	FILING DATE	REG. NO.	REG. DATE	STATUS
Hyper Pet LLC	Collapsible pet crate	11/034,589	01/13/2005	7,380,521	06/03/2008	Registered