

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT4788129

SUBMISSION TYPE:	CORRECTIVE ASSIGNMENT	
NATURE OF CONVEYANCE:	Corrective Assignment to correct the ASSIGNEE ADDRESS previously recorded on Reel 044022 Frame 0473. Assignor(s) hereby confirms the ASSIGNEE ADDRESS ON THE ATTACHED COVER SHEET AND PATENT ASSIGNMENT ARE NOW CORRECT.	
RESUBMIT DOCUMENT ID:	504627318	
CONVEYING PARTY DATA		
Name		Execution Date
ROSE AMERICA CORPORATION		01/07/2016
RECEIVING PARTY DATA		
Name:	HYPER PET LLC	
Street Address:	3100 S. MERIDIAN AVENUE	
City:	WICHITA	
State/Country:	KANSAS	
Postal Code:	67217	
PROPERTY NUMBERS Total: 28		
Property Type	Number	
Patent Number:	7823571	
Patent Number:	6880490	
Patent Number:	D747832	
Patent Number:	D748871	
Patent Number:	D751258	
Patent Number:	D758024	
Patent Number:	D755450	
Patent Number:	D635725	
Patent Number:	D634489	
Patent Number:	D622454	
Patent Number:	D477692	
Patent Number:	D471678	
Patent Number:	D471328	
Patent Number:	6024213	
Patent Number:	D345586	
Patent Number:	5261846	
Patent Number:	7461645	

PATENT

Property Type	Number
Patent Number:	7520818
Application Number:	29478697
Application Number:	10773018
Application Number:	10936866
Application Number:	11724429
Application Number:	11954392
Application Number:	11950023
Application Number:	12321918
Application Number:	12659876
Application Number:	12923153
Application Number:	12659875

CORRESPONDENCE DATA

Fax Number: (913)647-9057

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: 9136479050

Email: awilliams@hoveywilliams.com

Correspondent Name: THOMAS B. LUEBBERING

Address Line 1: 10801 MASTIN BLVD.

Address Line 2: SUITE 1000

Address Line 4: OVERLAND PARK, KANSAS 66210

ATTORNEY DOCKET NUMBER:	2394.00000
NAME OF SUBMITTER:	THOMAS B. LUEBBERING
SIGNATURE:	/Thomas B. Luebbering/
DATE SIGNED:	01/23/2018

Total Attachments: 11

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PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
ROSE AMERICA CORPORATION	01/07/2016
RECEIVING PARTY DATA	
Name:	HYPER PET LLC
Street Address:	10801 MASTIN BLVD. 3100 S. Meridian Avenue
City:	WICHITA Wichita
State/Country:	KANSAS Kansas
Postal Code:	67217 67217
PROPERTY NUMBERS Total: 28	
Property Type	Number
Patent Number:	7823571
Patent Number:	6880490
Patent Number:	D747832
Patent Number:	D748871
Patent Number:	D751258
Patent Number:	D758024
Patent Number:	D755450
Patent Number:	D635725
Patent Number:	D634489
Patent Number:	D622454
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Application Number:	12659876
Application Number:	12923153
Application Number:	12659875

CORRESPONDENCE DATA

Fax Number: (913)647-9057
 Phone: 9136479050
 Email: awilliams@ghoveywilliams.com
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.
 Correspondent Name: THOMAS B. LUEBBERING
 Address Line 1: 10801 MASTIN BLVD
 Address Line 2: SUITE 1000
 Address Line 4: OVERLAND PARK, KANSAS 66210

ATTORNEY DOCKET NUMBER:	2394.00000
NAME OF SUBMITTER:	THOMAS B. LUEBBERING
Signature:	/Thomas B. Luebbering/
Date:	11/02/2017

Total Attachments: 6

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RECEIPT INFORMATION

EPAS ID: PAT4671739
 Receipt Date: 11/02/2017

INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This Intellectual Property Assignment Agreement (this "Agreement"), effective as of January 7, 2016 (the "Effective Date"), is by and between Hyper Pet LLC, a Delaware limited liability company ("Assignee"), and Rose America Corporation, a Kansas corporation ("Assignor").

Recitals

WHEREAS, Assignor and Assignee have entered into a certain Asset Purchase Agreement, dated as of 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, Assignor has agreed to assign (at Sections 2.01(d) and 3.02(a)(iv) thereof) all of its rights, title and interests in, (i) the patents and patent applications listed on **Schedule A** attached hereto (all such patents, registrations and applications, collectively, the "Patents"), (ii) the trademarks listed on **Schedule B** attached hereto (all such trademarks, registrations and applications, collectively, the "Trademarks"), (iii) the copyrights set forth on **Schedule C** (all such copyrights, copyright registrations and copyright applications, collectively, the "Copyrights"), (iv) the domain names set forth on **Schedule D** (the "Domain Names"), and the know-how and common law intellectual property rights set forth on **Schedule E** (the "Know-how" and, collectively with the Patents, Trademarks, Copyrights, and Domain Names 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. 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 Assignment 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.

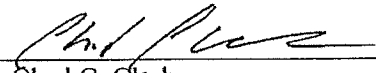
8. Further Assurances. Each of the parties hereto shall execute and deliver, at the reasonable request of the other party hereto, such additional documents, instruments, conveyances and assurances and take such further actions as such other party may reasonably request to carry out the provisions hereof 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: Chad C. Clark
Title: President

ASSIGNOR:

ROSE AMERICA CORPORATION,
a Kansas corporation

By: _____
Name: Regina Kay Hanna
Title: President

[Remainder of page intentionally left blank]

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:
Title:

ASSIGNOR:

ROSE AMERICA CORPORATION,
a Kansas corporation

By: *Roger E. Hanna, Pres.*
Name:
Title:

[Remainder of page intentionally left blank]

Schedule A

Patents

Title	Number	Issue Date	Owner
TOY LAUNCHER FOR PETS	29/545,786	Filed November 16, 2015	Rose America Corporation
DOG EXERCISING APPARATUS ANDMETHOD	7,823,571	Nov. 2, 2010 (filed Jun 30, 2004)	Rose America Corporation
DOG COLLAR HAVING BUCKLE	6,880,490	April 19, 2005	Rose America Corporation
SQUEAKY TENNIS BALL	U.S. Prov. App. 62/052,030	Filed Sept. 18, 2014	Rose America Corporation
SQUAWKERS/Ball	D747832 (Serial 29/478685)	Filed January 7, 2014	Rose America Corporation
SQUAWKERS/Bone	Issue Fee Paid (Serial 29/478689)	Filed January 7, 2014	Rose America Corporation
SQUAWKERS/4-prong jack	Allowance Expected (Serial 29/478692)	Filed January 7, 2014	Rose America Corporation
SQUAWKERS/3-prong jack	Allowance Expected (Serial 29/478693)	Filed January 7, 2014	Rose America Corporation
SQUAWKERS/football	Allowed (Serial 29/478695)	Filed January 7, 2014	Rose America Corporation
SQUAWKERS/disc	Final rejection (Serial 29/478697)	Filed January 7, 2014	Rose America Corporation
Animal cooling device	D635,725	April 05, 2011	Rose America Corporation
LaCrosse style ball thrower for dogs	D634,489	March 15, 2011	Rose America Corporation
Animal cooling device	D622,454	August 24, 2010	Rose America Corporation
Harness square	D477,692	July 22, 2003	Rose America Corporation
Oblong harness square	D471,678	March 11, 2003	Rose America Corporation
Harness buckle	D471,328	March 4, 2003	Rose America Corporation
Display hanger for belts and collars	6,024,213	February 15, 2000	Rose America Corporation
Flexible flying disk toy	D345,586	March 29, 1994	Rose America Corporation
Flexible flying disk toy	5,261,846	November 16, 1993	Rose America Corporation
Animal cooling device and method therefor	20110232587		Rose America Corporation

Title	Number	Issue Date	Owner
Animal cooling device and method therefor	20110232586		Rose America Corporation
Pet toy and method for making the same	20110232580		Rose America Corporation
Animal Restraint with Snap Hook and Buckle	20090139464		Rose America Corporation
Reversible Pet Collar with Ambidextrous Buckle	20080229551		Rose America Corporation
DOG COLLAR HAVING BUCKLE	20050011474		Rose America Corporation
Durable, flexible pet toy with transparent cover	20100186682	Filing date: Jan 27, 2009	Rose America Corporation
Object launcher and method of launching object	20080156307	Filing date: Dec 29, 2006	Rose America Corporation
Hand Held Disc Launcher	7,461,645	December 09, 2008	Rose America Corporation
Ball Throwing Device	7,520,818	April 21, 2009	Rose America Corporation
Luffa Dog Toy	20060048719	Filing date: Sep 9, 2004	Rose America Corporation
Storage containers and method of storing products used by animals	20040261725	Filing date: Feb 5, 2004	Rose America Corporation