

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT5256574

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	ASSIGNMENT	
CONVEYING PARTY DATA		
	Name	Execution Date
	ULTRA PAWS, LLC	07/06/2018
RECEIVING PARTY DATA		
Name:	ULTRA PAWS, INC.	
Street Address:	5880 WEST LAS POSITAS	
Internal Address:	SUITE 31	
City:	PLEASANTON	
State/Country:	CALIFORNIA	
Postal Code:	94588	
PROPERTY NUMBERS Total: 10		
Property Type	Number	
Patent Number:	7971557	
Patent Number:	9485962	
Patent Number:	9943065	
Patent Number:	9629336	
Patent Number:	9497932	
Patent Number:	8113152	
Patent Number:	7284505	
Patent Number:	8561577	
Application Number:	15955642	
Application Number:	62643161	
CORRESPONDENCE DATA		
Fax Number:	(202)344-8300	
<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:	415.653.3708	
Email:	ccole@venable.com	
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PATENT

ATTORNEY DOCKET NUMBER:	126533.432120
NAME OF SUBMITTER:	ERICA L. CANONIZADO
SIGNATURE:	/Erica L. Canonizado/
DATE SIGNED:	11/28/2018
Total Attachments: 5 source=UltraPaws_UltraPaws#page1.tif source=UltraPaws_UltraPaws#page2.tif source=UltraPaws_UltraPaws#page3.tif source=UltraPaws_UltraPaws#page4.tif source=UltraPaws_UltraPaws#page5.tif	

PATENT ASSIGNMENT AGREEMENT

This Patent Assignment Agreement (this “*Patent Assignment*”), dated as of July 6, 2018 (the “*Effective Date*”), is made by and between Ultra Paws, LLC, a Minnesota limited liability company (“*Seller*”), located at 8301 Industrial Park Road, Baxter, MN 56425, in favor of Ultra Paws, Inc., a Delaware corporation (“*Buyer*”), located at 5880 West Las Positas, Suite 31, Pleasanton, CA 94588, the purchaser of certain assets of Seller pursuant to that certain Asset Purchase Agreement entered into between Buyer, Seller and Seller’s sole member, dated as of July 6, 2018 (the “*Asset Purchase Agreement*”). Seller and Buyer may be individually referred to herein as a “*Party*” and collectively as the “*Parties*” to this Patent Assignment.

RECITALS

WHEREAS, under the terms of the Asset Purchase Agreement, Seller has conveyed, transferred and assigned to Buyer, among other assets, certain intellectual property of Seller; and

WHEREAS, Seller has agreed to execute and deliver this Patent Assignment, for recording with the United States Patent and Trademark Office and corresponding entities or agencies in any applicable jurisdictions.

NOW THEREFORE, the Parties hereby agree to the foregoing and as follows:

1. Assignment. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller hereby irrevocably conveys, transfers, and assigns to Buyer, and Buyer hereby accepts, all of Seller’s right, title, and interest in and to the following (collectively, the “*Assigned Patents*”):

(a) the patents and patent applications set forth on **Schedule 1** attached hereto and all issuances, divisions, continuations, continuations-in-part, reissues, extensions, reexaminations, and renewals thereof (collectively, the “*Patents*”);

(b) all rights of any kind whatsoever of Seller accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions, and otherwise throughout the world;

(c) any and all royalties, fees, income, payments, and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

(d) any and all claims and causes of action with respect to any of the foregoing, whether accruing before, on, or after the Effective Date, including all rights to and claims for damages, restitution, and injunctive and other legal and equitable relief for past, present, and future infringement, misappropriation, violation, misuse, breach, or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

2. Recordation and Further Actions. Seller hereby authorizes the Commissioner for Patents in the United States Patent and Trademark Office and the officials of corresponding entities or agencies in any applicable jurisdictions to record and register this Patent Assignment upon request by Buyer. Following the Effective Date, upon Buyer’s request, Seller shall take such steps and actions, and provide such cooperation and assistance to Buyer and its successors, assigns, and legal representatives, including the execution and delivery of any affidavits, declarations, oaths, exhibits, assignments, powers of attorney, or other documents, as may be necessary to effect, evidence, or perfect the assignment of the Assigned Patents to Buyer, or any assignee or successor thereto.

3. Terms of the Asset Purchase Agreement. The Parties acknowledge and agree that this Patent Assignment is entered into pursuant to the Asset Purchase Agreement, to which reference is made for a further statement of the rights and obligations of Seller and Buyer with respect to the Assigned Patents. The representations, warranties, covenants, agreements, and indemnities contained in the Asset 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 Asset Purchase Agreement and the terms hereof, the terms of the Asset Purchase Agreement shall govern and control.

4. Successors and Assigns. This Patent Assignment shall be binding upon and shall inure to the benefit of the Parties and their respective successors and assigns.

5. Governing Law. This Patent Assignment and any claim, controversy, dispute, or cause of action (whether in contract, tort, or otherwise) based upon, arising out of, or relating to this Patent Assignment and the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws of the United States and the State of Delaware, without giving effect to any choice or conflict of law provision or rule.

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

(Signature Page Follows)

IN WITNESS WHEREOF, the Parties have caused this Patent Assignment to be executed by their duly authorized representatives as of the Effective Date.

SELLER:

Ultra Paws, LLC

By: L. Patton

Name: Lisa M. Lippert

Title: Manager

BUYER:

Ultra Paws, Inc.

By: _____

Name: Nicholas Yerton

Title: Chief Executive Officer and President

[SIGNATURE PAGE TO PATENT ASSIGNMENT AGREEMENT]

IN WITNESS WHEREOF, the Parties have caused this Patent Assignment to be executed by their duly authorized representatives as of the Effective Date.

SELLER

Ultra Paws, LLC

By: _____

Name: _____

Title: _____

BUYER

Ultra Paws, Inc.

By:  _____

Name: Nicholas Yerton

Title: Chief Executive Officer and President

[SIGNATURE PAGE TO PATENT ASSIGNMENT AGREEMENT]

SCHEDULE 1***Assigned Patents and Patent Applications***

<i>Application No.</i>	<i>Patent No.</i>	<i>Title</i>	<i>Issued Date</i>
US 10/980,085	US 7,971,557 B2	Dog Boot	7/5/2011
US 13/176,722	US 9,485,962 B2	Dog Boot	11/8/2016
US 15/802,316	US 9,943,065 B1	Dog Boot	4/17/2018
US 15/359,502	US 9,629,336 B1	Dog Boot	4/25/2017
US 13/396,595	US 9,497,932 B1	Canine Wound Boot	11/22/2016
US 12/719,847	US 8,113,152 B1	Canine Wound Boot	2/14/2012
US 10/980,084	US 7,284,505 B1	Skijor system	10/23/2007
US 12/113,938	US 8,561,577 B1	Adjustable Dog Harness Adapted for Pulling, Walking, Vehicle Restraint and Other Diverse Applications	10/22/2013
US 15/955,642	(Pending)	Dog Boot	(Pending)
US 62/643,161	(Pending)	Trail Boot	(Pending)