

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT6622055

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
HEPPER, LLC	02/23/2021
RECEIVING PARTY DATA	
Name:	PANGOLIA PTE. LTD
Street Address:	160 ROBINSON ROAD
Internal Address:	#14-04
City:	SINGAPORE
State/Country:	SINGAPORE
Postal Code:	068914
PROPERTY NUMBERS Total: 1	
Property Type	Number
Patent Number:	D664308
CORRESPONDENCE DATA	
Fax Number:	
<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:	2692813908
Email:	mike@revisionlegal.com
Correspondent Name:	CHARLES MICHAEL CURTS
Address Line 1:	8051 MOORSBRIDGE RD
Address Line 4:	PORTAGE, MICHIGAN 49024
NAME OF SUBMITTER:	CHARLES MICHAEL CURTS
SIGNATURE:	/s/Charles Michael Curts
DATE SIGNED:	03/25/2021
This document serves as an Oath/Declaration (37 CFR 1.63).	
Total Attachments: 4	
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source=Assignment of IP#page4.tif	

ASSIGNMENT OF INTELLECTUAL PROPERTY

This Assignment of Intellectual Property (this "Assignment") is made, executed and delivered as of February 23, 2021, by Hepper, LLC, a Vermont limited liability company ("Assignor"), for the benefit of Pangolia Pte. Ltd., a private limited company organized under the laws of the Republic of Singapore ("Assignee"). Capitalized terms used but not defined herein shall have the meanings provided in the Purchase Agreement (as hereinafter defined).

WHEREAS, Assignor and Assignee have entered into that certain Asset Purchase Agreement executed on or about February 23, 2021 (the "Purchase Agreement"), pursuant to which Assignee has purchased all of Assignor's right, title and interest in, to and under the Seller IP, as such term is defined in Section 2.01(c) of the Purchase Agreement, including, without limitation, the registered intellectual property detailed on Exhibit A hereto (the "Transferred Intellectual Property"), together with all goodwill associated therewith.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor hereby irrevocably transfers and assigns to Assignee, and Assignee hereby accepts the transfer and assignment of, all of Assignor's right, title and interest in, to and under the Transferred Intellectual Property, together with the goodwill of the Business associated therewith or which is symbolized thereby, including all rights to sue for infringement of any Transferred Intellectual Property, whether arising prior to or subsequent to the date of this Assignment, and any and all renewals and extensions thereof that may hereafter be secured under the laws now or hereafter in effect in the United States and any other jurisdiction, the same to be held and enjoyed by Assignee, its successors and assigns from and after the date hereof.

At the time of execution of this Assignment or soon thereafter, Assignor agrees that it will sign and have notarized all documents necessary to effect the transfer of the Transferred Intellectual Property contemplated by this Assignment. Assignor further agrees to provide to Assignee all other cooperation in securing the transfer of the Transferred Intellectual Property from Assignor to Assignee. Assignee shall be responsible for all fees, costs, expenses and charges, if any, incurred in connection with any of the foregoing.

This Assignment does not extend upon or limit the rights, obligations, representations, warranties and indemnifications provided in the Purchase Agreement.

Except to the extent that federal law preempts state law with respect to the matters covered hereby, this Assignment shall be governed by and construed and enforced in accordance with the internal laws of the State of Vermont without reference to its choice of law rules.

In the event of any conflict or other inconsistency between this Assignment and the Purchase Agreement, the Purchase Agreement shall govern and be binding.

This Assignment shall be binding upon and shall inure to the benefit of Assignor and Assignee and their respective successors and assigns.

This Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument. Delivery of

an executed counterpart of a signature page to this Assignment by facsimile or e-mail shall be as effective as delivery of a manually executed counterpart of this Assignment.

[Signature Page Follows]

IN WITNESS WHEREOF, each of the undersigned have caused this Assignment to be duly executed on its behalf by its duly authorized officer as of the date first written above.

ASSIGNOR:

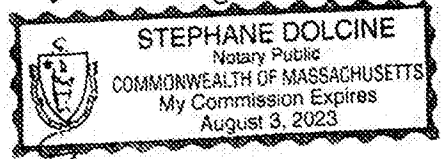
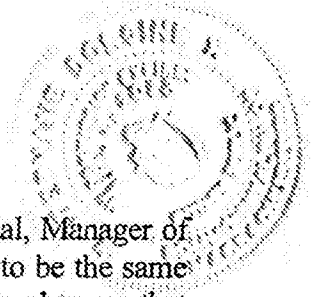
HEPPER, LLC

By: [Signature]
Jed Crystal, Manager

STATE OF Massachusetts

COUNTY OF Middlesex

On this 20th day of February, 2021, before me personally came Jed Crystal, Manager of Hepper, LLC, a Vermont limited liability company, to me known and known to me to be the same person described in and who executed the foregoing instrument and duly acknowledged to me that this document was executed as the free act and deed of the Assignor.



[Signature]
Notary Public

ACCEPTED:

PANGOLIA PTE. LTD

By: [Signature]
Simon Treulle, CEO

EXHIBIT A

TRANSFERRED INTELLECTUAL PROPERTY

1. Registered Patents

PATENT TITLE	JURIS	PATENT NUMBER	APPLICATION SERIAL NO.
Pet food and water dish	U.S.	D664,308	D/404,770

2. Registered Trademarks

MARK	JURIS.	SERIAL NO. REG NO.	CLASS(ES)	DESCRIPTION
HEPPER	US	77309405 3475360	IC 020	Beds for household pets; Pet furniture; Portable beds for pets