PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 EPAS ID: PAT7906818

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT

CONVEYING PARTY DATA

Name	Execution Date
WHEELS FOR PETS, LLC	12/06/2022

RECEIVING PARTY DATA

Name:	WALKIN PETS INC.	
Street Address:	2202 N. WEST SHORE BLVD.	
Internal Address:	SUITE 200	
City:	TAMPA	
State/Country:	FLORIDA	
Postal Code:	33607	

PROPERTY NUMBERS Total: 2

Property Type	Number
Application Number:	11874555
Application Number:	15268759

CORRESPONDENCE DATA

Fax Number:

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: 4159540200

Email: kitty.mcentee@squirepb.com

Correspondent Name: SQUIRE PATTON BOGGS (US) LLP

Address Line 1: 475 SANSOME STREET

Address Line 2: SUITE 1600

Address Line 4: SAN FRANCISCO, CALIFORNIA 94111

ATTORNEY DOCKET NUMBER: 122810.00014

NAME OF SUBMITTER: KATHERINE MCENTEE

SIGNATURE: /KatherineMcEntee/

DATE SIGNED: 04/18/2023

Total Attachments: 4

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PATENT ASSIGNMENT AGREEMENT

THIS PATENT ASSIGNMENT AGREEMENT (this "Assignment Agreement") shall be effective as of December 6, 2022 (the "Effective Date") by and between Wheels for Pets, LLC ("Assignor"), and Walkin Pets Inc. ("Assignee").

WITNESSETH:

WHEREAS, Assignor is the owner of certain patents and patent applications listed in Appendix A;

WHEREAS, pursuant to that certain Asset Purchase Agreement ("Agreement") dated as of December 6, 2022 and including Assignor and Assignee as parties, Assignor has agreed to assign and has assigned to Assignee certain patents and patent applications set forth in Appendix A, along with any and all goodwill relating thereto (collectively, the "Patents"); and

WHEREAS, Assignor and Assignee have agreed to enter into this Assignment Agreement as further evidence of Assignor's assignment of its rights in and to the Patents pursuant to the Agreement;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

- 1. Assignment. As of the Effective Date, Assignor hereby sells, assigns, transfers, and conveys to Assignee and its successors, assigns, and nominees, Assignor's entire right, title, and interest worldwide in and to the Patents, and including the right to sue for and receive all damages from past infringements arising prior to the Effective Date, the same to be held and enjoyed by Assignee, its successors, assigns, and legal representatives.
- 2. Further Assurances. Assignor further agrees to execute all documents and do all such other things as may be necessary or appropriate to carry out the intent and/or purpose of this Assignment Agreement, including but not limited to executing all necessary deeds, agreements or other documents required at law to effect registration or recordal of the assignment of the Patents listed in Appendix A in any jurisdiction. In addition, and without limiting the generality of the foregoing, Assignor further agrees, at the request of Assignee or its successors in interest, to do all lawful acts which may be required for obtaining and enforcing the intellectual property rights in the Patents, and to otherwise aid Assignee or its successors in interest in enforcing intellectual property rights in the Patents, all at the expense of Assignee or its successors in interest.
- 3. Power of Attorney. Assignor hereby constitutes and appoints Assignee and its successors and assigns as Assignor's true and lawful attorneys with full power of substitution, in Assignor's name and stead but on behalf and for the benefit of the Assignee and its successors and assigns, to demand and receive any and all of the Patents and to give receipts and releases for and in respect of the same, and any part thereof, and from time to time to institute and prosecute, at the expense and for the benefit of the Assignee and its successors and assigns, any and all proceedings at law, in equity or otherwise, or to execute such documents, which the Assignee or its successors or assigns may deem proper for the collection or reduction to possession of, or recordation of ownership to, any of the Patents, or for the collection and enforcement of any claim or right of any

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PATENT REEL: 063358 FRAME: 0313 kind hereby sold, conveyed, transferred and assigned, or intended so to be, and to do all acts and things in relation to the Patents which the Assignee or its successors or assigns shall deem desirable. The foregoing powers are coupled with an interest and are and shall be irrevocable by the Assignor or by dissolution of the Assignor or in any manner or for any reason whatsoever.

- 4. Governing Law. The formation, construction, and performance of this Assignment Agreement, including the rights and duties of the parties hereunder, shall be construed, interpreted, governed, applied and enforced in accordance with the laws of the State of New Hampshire applicable to agreements entered into and performed entirely therein by residents thereof, without regard to any provisions relating to conflicts of laws among different jurisdictions.
- 5. Counterpart and Facsimile Signatures. This Assignment Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which together will constitute one and the same instrument. Any signature page hereto delivered by facsimile or by e-mail (including in portable document format (pdf), as a joint photographic experts group (jpg) file, or otherwise) shall be binding to the same extent as an original signature page, with regard to any agreement subject to the terms hereof or any amendment thereto. Any party that delivers such a signature page agrees to later deliver an original counterpart to any party that requests it.

[Remainder Intentionally Blank]

PATENT REEL: 063358 FRAME: 0314 IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment Agreement to be executed by their duly authorized representatives as of the Effective Date.

ASSIGNOR:	ASSIONEE:
Wheels footless, LLC	Walkin Pets Inc.
3v//4/	By: (: Holine)
Name: Mask (Rosinson	Name: PAUL HOLMES
Title: MANGER	Title: PRESIDENT

PATENT

REEL: 063358 FRAME: 0315

Appendix A

PATENTS

PATENTS	COUNTRY	SER. OR REG. NUMBER
ADJUSTABLE WHEELCHAIR FOR PETS	United States	11/874,555
ANIMAL SPLINT	World Intellectual Property Organisation	PCT/US2017/52230
ANIMAL SPLINT	Canada	3,037,385
ANIMAL SPLINT	China	201780057746.8
ANIMAL SPLINT	European Patent Office	17851775.1
ANIMAL SPLINT	Japan	2019-537020
ADJUSTABLE WHEELCHAIR FOR PETS	Canada	2641092
ADJUSTABLE WHEELCHAIR FOR PETS	Germany	602008000666.2
ADJUSTABLE WHEELCHAIR FOR PETS	Spain	2339303
ADJUSTABLE WHEELCHAIR FOR PETS	France	8017963.3
ADJUSTABLE WHEELCHAIR FOR PETS	European Patent Office	08017963.3
ADJUSTABLE WHEELCHAIR FOR PETS	Japan	2008-268697
ANIMAL SPLINT	United States	15/268,759

PATENT REEL: 063358 FRAME: 0316

RECORDED: 04/18/2023