

10-21-1998

IEET

Docket No.:

LY



100854302

is attached original documents or copy thereof.

To the Honorable Commissioner of F

1. Name of conveying party(ies):

Fortune Dogs Inc.

- Individual(s)
- General Partnership
- Corporation-State California
- Other

- Association
- Limited Partnership

Additional names(s) of conveying party(ies)  Yes  No

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other Correction for the receiving party Corporation  
STATE - REEL / FRAME : 1375 / 0403

- Merger
- Change of Name

Execution Date: June 30, 1995

2. Name and address of receiving party(ies):

Name: Big Dog Holdings, Inc.

Internal Address: \_\_\_\_\_

Street Address: 121 Gray Avenue

City: Santa Barbara State: CA ZIP: 93101

- Individual(s) citizenship
- Association
- General Partnership
- Limited Partnership
- Corporation-State Delaware
- Other

If assignee is not domiciled in the United States, a domestic designation is  Yes  N  
(Designations must be a separate document from Additional name(s) & address(es)  Yes  N

4. Application number(s) or registration numbers(s):

A. Trademark Application No.(s)

74/625780      74/625779  
74/366488      74/625800  
74/625783

B. Trademark Registration No.(s)

1798361      2000495      1980728  
1459306      2077876      1980729  
1842765      2059754      1986729

Additional numbers  Yes  No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Anthony J. Wall

Internal Address: \_\_\_\_\_

Street Address: 121 Gray Avenue

City: Santa Barbara State: CA ZIP: 93101

6. Total number of applications and registrations involved:.....

32

7. Total fee (37 CFR 3.41):..... \$ 815.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number: \_\_\_\_\_

RECEIVED  
OCT 15 1998  
1598

10/20/1998 DNGUYEN 00000401 1798361

DO NOT USE THIS SPACE

01 FC:481      40.00 DP  
02 FC:482      775.00 DP

9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Anthony J. Wall

Name of Person Signing

Anthony J. Wall  
Signature

10/15/98  
Date

Total number of pages including cover sheet, attachments, and

15

**CONTINUATION OF REGISTRATION NUMBERS  
FROM RECORDAL COVER SHEET  
NUMBER 4, SECTION B**

**Trademark Registration No. (s) Continued:**

1986750  
2113274  
1490237  
1818819  
2114455  
1988089  
2053253  
1940076  
1942816  
1941228  
1942817  
2044478  
2114456  
1938902  
2037638  
1945678  
1952997  
1945679

NUNC PRO TUNC  
ASSIGNMENT OF COPYRIGHTS, TRADEMARKS  
AND  
UNITED STATES REGISTRATIONS THEREOF

WHEREAS, Fortune Dogs Inc., a California corporation having a principal place of business at 121 Gray Avenue, Santa Barbara, California 93101 (hereinafter referred to as "ASSIGNOR") owns all rights, title and interests in and to certain, trademarks and service marks, some of which are registered in the United States and foreign countries and others of which are pending for registration in the United States and foreign countries, including but not limited to those identified in Exhibit A attached hereto, and incorporated herein by reference (hereinafter the, "Marks" and "Registrations", respectively), along with the goodwill of the businesses associated therewith; and

WHEREAS, ASSIGNOR owns all rights, title and interests in and to certain designs comprising canine characters and expressions, including the copyrights thereto, including but not limited to those identified in Exhibit B attached hereto, and incorporated herein by reference (hereinafter the "Copyrights").

WHEREAS, as of January 1, 1994 (hereinafter the "Effective Date"), by virtue of that certain agreement entitled "Asset Purchase Agreement," Big Dog Holdings, Inc., a Delaware corporation, having a principal place of business at 121 Gray Avenue, Santa Barbara, California 93101 (hereinafter referred to as "ASSIGNEE") acquired from ASSIGNOR, in addition to other assets, the Copyrights and Marks, and the respective Registrations thereof, and the goodwill associated therewith; and

WHEREAS, ASSIGNEE desires to formalize its acquisition of the entire right, title and interest in and to the Copyrights and Marks, and the respective Registrations thereof, and the goodwill associated therewith, nunc pro tunc the Effective Date, and further to correctly, fully and completely reflect the proper chain of title in and to (i) the Marks and Registrations thereof in the records of the United States Patent and Trademark Office and the Trademark Offices in all countries in which the Marks are registered or pending for registration; and (ii) the Copyrights in the records of the United States Copyright Office.

NOW, THEREFORE, TO WHOM IT MAY CONCERN, be it known that ASSIGNOR, by these presents, does hereby expressly acknowledge its prior assignment of the Copyrights and Marks, and the respective Registrations thereof to ASSIGNEE on the Effective Date, and for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, ASSIGNOR does hereby sell, assign and transfer unto ASSIGNEE, its successors, assigns and legal representatives, nunc pro tunc the Effective Date, the full and entire right, title and interest in and to the Copyrights and Marks, and the respective Registrations thereof identified hereinabove, and the attendant goodwill symbolized thereby, the same to vest in ASSIGNEE nunc pro tunc the Effective Date. The foregoing assignment includes, nunc pro tunc the Effective Date, the right to bring legal action against other parties for any and all infringements of the Copyrights or Marks, whether arising prior or subsequent to the Effective Date.

Further, ASSIGNOR hereby agrees that ASSIGNEE shall have the right to record this instrument of assignment with (i) the United States Patent and Trademark Office so as to establish ASSIGNEE as the owner of record of the Marks and Registrations thereof in the United States; (ii) the Trademark Offices in all foreign countries in which the Marks are registered or pending for registration so as to establish ASSIGNEE as the owner of record of the Marks and the respective Registrations thereof in all such foreign countries; and (iii) the United States Copyright Office so as to establish ASSIGNEE as the owner of record of the Copyrights.

ASSIGNOR further agrees to execute and have executed any and all instruments of assignment, powers of attorney or other documents of any kind whatsoever, and to provide whatever information may be required to carry out the terms and intent of this Assignment for and at the request of ASSIGNEE and without charge or cost to ASSIGNEE, to enable ASSIGNEE to file with the United States Patent and Trademark Office and all foreign Trademark Offices, and to enable the United States Patent and Trademark Office and all foreign Trademark Offices to duly record, this instrument of assignment so as to effectuate and record the assignment of the Marks and respective Registrations thereof to ASSIGNEE. The foregoing covenant shall likewise apply with similar force and effect with respect to

effectuating and recording the assignment of the Copyrights in the United States Copyright Office.

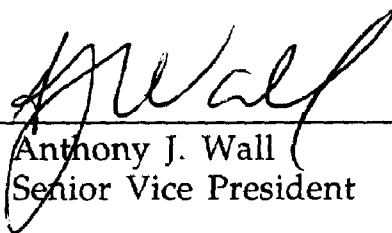
ASSIGNOR hereby represents and warrants that, as of the Effective Date, (i) it was the sole owner of the Copyrights and Marks, and respective Registrations thereof, and the goodwill associated therewith; (ii) it was not then aware of any third party who had asserted a claim of ownership right, title and interest in the Copyrights or Marks, or any other rights or interests therein which were adverse to those of ASSIGNOR; and (iii) that it was not a party to any prior agreement, nor had it made any informal commitment or reached any understanding with any other person or legal entity relating to the Copyrights and Marks, and/or the respective Registrations thereof, which was breached or otherwise violated by the assignment of the Copyrights and Marks, and the respective Registrations thereof, which this instrument formalizes. In this connection, ASSIGNOR states that it makes no other representations or warranties, expressed or implied, except as specifically set forth hereinabove.

IN WITNESS WHEREOF, ASSIGNOR has caused this instrument to be executed by a duly authorized corporate officer as of the date indicated below.

FORTUNE DOGS INC.  
("ASSIGNOR")

Dated: June 30, 1995

By: \_\_\_\_\_

  
Anthony J. Wall  
Senior Vice President

**Trademarks and Service Marks:****A. Registrations****UNITED STATES**

<b>Trademark/ Service Mark</b>	<b>Class</b>	<b>Registration Number</b>	<b>Registration Date</b>
BIG DOG SPORTSWEAR	42	1,798,361	10/12/93
BIG DOG SPORTSWEAR	25	1,459,306	9/29/87
BIG DOGS	9, 14, 16, 18, 21, 24	1,842,765	7/5/94
BIG DOG	38	2,000,495	12/30/92
DENIM DOGS	25	2,077,876	1/26/95
LITTLE BIG DOGS	25	2,059,754	1/26/95
RUN WITH THE BIG DOGS	18	1,980,728	2/10/95
RUN WITH THE BIG DOGS	21	1,980,729	2/10/95
RUN WITH THE BIG DOGS	25	1,986,729	1/26/95
SIERRA WEST	25	1,986,750	2/6/95
WATCH DOGS	14	2,113,274	1/26/95
Design of Dog	25	1,490,237	5/31/88
Design of Dog	9, 14, 16, 18, 21, 24	1,818,819	2/1/94
Design of Baby Dog	25	2,114,455	1/26/95
Design of Running Dog	25	1,988,089	1/26/95
Design of Dog	03	2,053,253	1/26/95
Design of Dog	14	1,940,076	1/26/95
Design of Dog	16	1,942,816	1/26/95
Design of Dog	18	1,941,228	1/26/95
Design of Dog	20	1,942,817	1/26/95
Design of Dog	21	2,044,478	1/26/95
Design of Dog	24	2,114,456	1/26/95
Design of Dog	25	1,938,902	1/26/95

<b>Trademark/ Service Mark</b>	<b>Class</b>	<b>Registration Number</b>	<b>Registration Date</b>
Design of Dog	25	2,037,638	1/26/95
Design of Dog	28	1,945,678	1/26/95
Design of Dog	31	1,952,997	1/26/95
Design of Dog	42	1,945,679	1/26/95

Trademarks and Service Marks:

UNITED STATES

**B. Applications**

<b>Trademark/ Service Mark</b>	<b>Class</b>	<b>Serial Number</b>	<b>Filing Date</b>
BIG BIG DOGS	25	74/625,780	1/26/95
BIG DOGS	3,9,14,16,18,20,21 24, 25, 28, 31, 41, 42	74/366,488	3/10/93
RUN WITH THE BIG DOGS	31	74/625,783	1/26/95
UNDERDOGS	25	74/625,779	1/26/95
Design of Dog	28	74/625,800	1/26/95