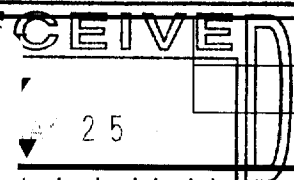


*MTP
5-25-99*

08-05-1999



Docket No.:



101089394

attached original documents or copy thereof.

Tab settings

To the Honorable Commissioner of Patents

1. Name of conveying party(ies):

Fortune Dogs, Inc.
121 Gray Avenue
Santa Barbara, CA 93101

- Individual(s)
- General Partnership
- Corporation-State California
- Other 5/19/99
- Association
- Limited Partnership

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

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 No
(Designations must be a separate document from Additional name(s) & address(es) Yes No

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other _____
- Merger
- Change of Name

Execution Date: _____

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

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

2206261

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:.....

1

7. Total fee (37 CFR 3.41):.....\$ \$40.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

05/28/1999 TTOM11 00000127 2206261

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40.00 OP

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

5/19/99

Date

Total number of pages including cover sheet, attachments, and

3

TRADEMARK

REEL: 001907 FRAME: 0873

NUNC PRO TUNC ASSIGNMENT OF
UNITED STATES TRADEMARK REGISTRATION

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 Registered Trademark Number 2206261 for BIG DOGS in the United States Patent and Trademark Office (hereinafter the "Registration"), along with the goodwill of the businesses associated therewith; and

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 Registration, and the goodwill associated therewith; and

WHEREAS, ASSIGNEE desires to formalize its acquisitions of the entire right, title and interest in and to the Registration, 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 the Registration in the records of the United States Patent and Trademark 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 Registration 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 Registration 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 Registration, 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 the United States Patent and Trademark Office so as to establish the ASSIGNEE as the owner of record of the Registration in the United States.

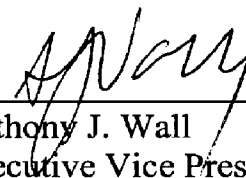
ASSIGNOR further agrees to execute and have executed any and all instruments of assignment, powers of attorney or other documents of any kind whatsoever, and to provide whatever information may be required to carry out the terms and intent of this Assignment for and at the request of ASSIGNEE and without 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 Registration to ASSIGNEE.

ASSIGNOR hereby represents and warrants that, as of the Effective Date, (i) it was the sole owner of the Registration, 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 Registration, 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 Registration, which was breached or otherwise violated by the assignment of the Registration, 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")

By: 
Anthony J. Wall
Executive Vice President

Dated: 5/19/99