

12-07-2000



101543283

RECORDATION FORM COVER SHEET  
TRADEMARKS ONLY

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

Submission Type

- ☐ New
- ☒ Resubmission (Non-Recordation)  
Document ID # 101441417
- ☐ Correction of PTO Error  
Reel #          Frame #
- ☐ Corrective Document  
Reel #          Frame #

Conveyance Type

- ☒ Assignment ☐ License
- ☐ Security Agreement ☐ Nunc Pro Tunc Assignment
- ☐ Merger ☐ Change of Name
- ☐ Other
- Effective Date  
Month Day Year  
3-24-00

Conveying Party

☐ Mark if additional names of conveying parties attached

Execution Date  
Month Day Year

Name Mr. Carl Jones

Formerly                                 

- ☒ Individual ☐ General Partnership ☐ Limited Partnership ☐ Corporation ☐ Association
- ☐ Other
- ☐ Citizenship/State of Incorporation/Organization

Receiving Party

☐ Mark if additional names of receiving parties attached

Name Fortune Casuals LLC

DBA/AKA/TA                                 

Composed of                                 

Address (line 1) 1936 Mateo Street

Address (line 2)                                 

Address (line 3) Los Angeles  
City

CA  
State/Country

90021  
Zip Code

- ☐ Individual ☐ General Partnership ☐ Limited Partnership
- ☐ Corporation ☐ Association
- ☐ Other LLC
- ☐ Citizenship/State of Incorporation/Organization

If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be a separate document from Assignment.)

12/06/2000 DBYRNE 00000210 75801039

FOR OFFICE USE ONLY

01 FC:481  
02 FC:482

40.00 OP  
75.00 OP

Public burden reporting for this collection of information is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C. 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0651-0027), Washington, D.C. 20503. See OMB Information Collection Budget Package 0651-0027, Patent and Trademark Assignment Practice. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS.

Mail documents to be recorded with required cover sheet(s) information to:  
Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20231

TRADEMARK  
REEL: 002190 FRAME: 0233

**Domestic Representative Name and Address**

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

**Correspondent Name and Address**

Area Code and Telephone Number

805-963-8727 1361

Name

Anthony J. Wall

Address (line 1)

121 Gray Ave.

Address (line 2)

Santa Barbara, CA 93101

Address (line 3)

Address (line 4)

**Pages**

Enter the total number of pages of the attached conveyance document including any attachments.

#

7

**Trademark Application Number(s) or Registration Number(s)**

☐ Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)

Registration Number(s)

75801038

75801037

75801039

75801036

**Number of Properties**

Enter the total number of properties involved.

#

4

**Fee Amount**

Fee Amount for Properties Listed (37 CFR 3.41):

\$

115.00

Method of Payment:

Enclosed ☒

Deposit Account ☐

Deposit Account

(Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number:

#

Authorization to charge additional fees:

Yes ☐

No ☐

**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. Charges to deposit account are authorized, as indicated herein.

ANTHONY J. WALL

Name of Person Signing

Signature

10-25-00  
Date Signed

08-24-2000



101441417

**BIG DOGS**



7-31-00

July 21, 2000

United States Patent  
& Trademark Office  
Assignment Division  
Crystal Gateway 4 Room 335  
Washington, D.C. 20231

JUL 31

Re: Assignment and Recordal of Carl Jones Trademark Applications

On March 24, 2000 Mr. Carl Jones by assignment transferred ownership of the following trademark applications:

Serial No: 75/801039  
Applicant: ~~Carl Jones~~  
Mark: CARL JONES PROPULSION  
Attorney of Record: Mr. Robert Handler

Serial No: 75/801036  
Applicant: Carl Jones  
Mark: CARL JONES RACING  
Attorney of Record: Mr. Robert Handler

Serial No: 75/801038  
Applicant: Carl Jones  
Mark: MOTOR BY CARL JONES  
Attorney of Record: Mr. Robert Handler

Serial No: 75/801037  
Applicant: Carl Jones  
Mark: CARL JONES DESIGNS  
Attorney of Record: Mr. Robert Handler

Enclosed please find a copy of the assignment document with a \$40.00 check to cover the cost of filing and recording the assignment in the Trademark Office. Records and Office Actions pertaining to these applications have been in the possession of the prior attorney of record. He neglected to follow up or answer the office actions and we only obtained the complete file on these applications the week of the response deadline. Extensions have been filed so that we might have an opportunity to prepare intelligent responses to the Office Actions.

08/23/2000 DNGUYEN 00000219 75801039

01 FC:481

40.00 DP

CORPORATE HEADQUARTERS

121 Gray Avenue • Santa Barbara • CA • 93101 • 805-963-8727 • FAX 805-962-9460 • www.BIGDOGS.com • NASDAQ Symbol BDOG

**TRADEMARK**  
**REEL: 002190 FRAME: 0235**

## ASSIGNMENT

THIS ASSIGNMENT is made as of MARCH 31, 2000, by and between Carl Jones, an individual ("Jones"), and Fortune Casuals LLC, a Delaware limited liability company d/b/a Judy Ann ("Fortune").

### BACKGROUND

A. Fortune is engaged in the design and manufacture of apparel and has hired Jones to, among other things, develop a division focusing on the "Carl Jones" label.

B. Jones has in the past used his name "CARL JONES" and certain derivatives thereof listed as trademarks for apparel and accessories (the "Marks") and Jones also is the applicant for the trademark applications listed on Schedule A (the "Applications").

C. Jones has agreed to assign the Marks and the Applications on the terms provided below

### ASSIGNMENT

NOW, THEREFORE, in consideration of the foregoing, \$100 and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Jones does hereby sell, assign and transfer to Fortune all of his right, title and interest, throughout the world, in and to the Marks, together with all goodwill symbolized thereby, and the Applications, as well as any registrations issuing therefrom, and the right to recover for any past infringement of the Marks.

2. Jones represents and warrants that (i) he has not sold or granted any interest in or lien on the Marks or the Applications to any third party and Fortune shall acquire good title to the Marks and Applications free of any lien, claim or encumbrance, and (ii) except as set forth on Schedule A, Jones has not received nor is he otherwise aware of any notice or claim of any third party asserting a right to or interest in Marks or that the use of the Marks by Jones or his assignees or licensees infringes or will infringe any trademark, license or similar right.

3. Jones shall not oppose Fortune's use or registration of the Marks for any goods or services anywhere in the world, and Jones specifically acknowledges that Fortune will file for the registration of CARL JONES in Class 25 following the execution of the Assignment. Unless and until such time as Fortune and its assignees and licensees shall have abandoned all use of the Marks for a period of three (3) years, Jones

agrees that he will not use or license the use of his name or derivatives thereof as a trademark (including as a "brand," "label" or tradename) for apparel or for other goods or services as to which Fortune hereby acquires or subsequently develops rights. In this regard, Jones shall not, without the written consent of Fortune, use his name or any derivative thereof to endorse or promote, through advertisements, personal appearances or otherwise, any apparel, accessories or any other goods or services as to which Fortune then asserts trademark rights for the Marks. Jones acknowledges that in the event of the termination of his employment by Fortune, whether voluntarily or involuntarily, the rights in the Marks shall not revert to Jones but shall remain in Fortune or its assignees, and Jones irrevocably waives any claim of right to publicity or privacy or similar right that might impede the use of the Marks by Fortune or obligate Fortune to make any payment to Jones for their use.

4. Jones agrees to execute and deliver such further documents and to take such other action as may reasonably be necessary to complete the registration and assignment of the Marks and applications and to otherwise carry out the intent of this Assignment. Jones hereby irrevocably appoints each of the then President and General Counsel of Fortune as his attorney-in-fact to execute and deliver such documents on his behalf

5. The parties further agree:

a) Each party has entered into this Assignment knowingly, without coercion and with the advice of counsel. Jones has been represented by Robert Handler, Esq. of Liner Yankelevitz Sunshine Weinhardt & Regenstreif and Fortune has been represented by its General Counsel, Anthony Wall.

b) This Assignment shall inure to the benefit of and shall be binding upon the parties hereto and their respective heirs, executors, administrators, successors and assigns.

c) The invalidity or unenforceability of any provision of this Assignment shall not affect the other provisions hereof.

d) This Assignment shall be governed by and construed in accordance with the internal laws of the State of California. Any dispute arising from or relating to this Assignment shall be exclusively resolved in Los Angeles, California and the parties consent to such jurisdiction.

e) Any controversy or dispute arising out of this Assignment, the interpretation of any of its provisions, or the action or inaction of any party under this Assignment, must be submitted to arbitration in Los Angeles, California before the American Arbitration Association under its commercial arbitration rules then in effect. Any award

or decision obtained from any such arbitration proceeding will be final and binding on the parties, and judgment upon any such award may be entered in any court having jurisdiction. No action at law or in equity based upon any claim arising out of or related to this Assignment will be instituted in any court by any party except (a) an action to compel arbitration pursuant to this Section or (b) an action to enforce an award obtained in an arbitration proceeding in accordance with this Section.

f) If any action is filed before any court or any administrative or arbitration body in order to enforce, invalidate or interpret this Assignment, the prevailing party shall be entitled to its reasonable attorneys fees and costs in addition to any other relief to which the party may be entitled.

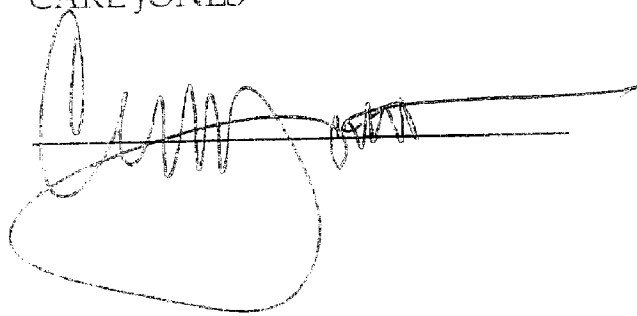
g) This Assignment reflects the complete Assignment of the parties with respect to the subject matter herein and may be amended or supplemented only by a writing executed by both parties.

h) Nothing contained in this Assignment affects Jones' status as an employee "at will" of Fortune who is subject to termination without notice or cause.

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

IN WITNESS WHEREOF, the parties have executed this Assignment as of the date first above written.

CARL JONES

A handwritten signature in black ink, appearing to be 'Carl Jones', written over a horizontal line.

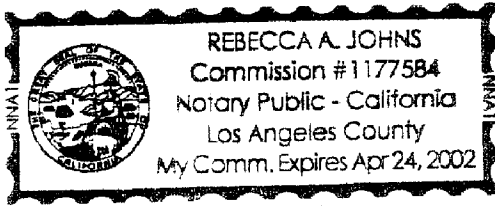
FORTUNE CASUALS, LLC

A handwritten signature in black ink, appearing to be 'Robert Schnell', written over a horizontal line.

Robert Schnell, President

STATE of California        }  
                                      } SS.:  
COUNTY of Los Angeles    }

On this March 24, 2000, before me personally appeared Carl Jones known to me to be the person described in, and who executed the foregoing instrument, and he duly acknowledged to me that he executed the same for the uses and purposes therein set forth.



Rebecca A. Johns  
Notary Public

My commission expires April 24, 2002.

# SCHEDULE A

<u>Mark</u>	<u>Serial No.</u>	<u>Filing Date</u>	<u>Int. Class</u>	<u>Goods</u>
CARL JONES RACING	75/801036	9/15/99	025	Clothing; namely pants, jeans, shorts, sweatpants, t-shirts, sweat-shirts, caps, jackets, sweaters and vests
CARL JONES DESIGNS	75/801037	9/15/99	025	Clothing; namely pants, jeans, shorts, sweatpants, t-shirts, sweat-shirts, caps, jackets, sweaters and vests
MOTOR BY CARL JONES	75/801038	9/15/99	025	Clothing; namely pants, jeans, shorts, sweatpants, t-shirts, sweat-shirts, caps, jackets, sweaters and vests
CARL JONES PROPULSION	75/801039	9/15/99	025	Clothing; namely pants, jeans, shorts, sweatpants, t-shirts, sweat-shirts, caps, jackets, sweaters and vests

## Adverse Claims:

Cease and desist letter dated October 27, 1999 from Jeffrey Kapor, Esq. on behalf of Juke Joint Inc. to Fortune Casuals asserting ownership of CARL JONES JUKE JOINT and that the use of CARL JONES infringes on that mark.