

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
Name	Formerly	Execution Date	Entity Type
Truck America Training		06/26/2007	CORPORATION: KENTUCKY
<b>RECEIVING PARTY DATA</b>			
Name:	Big Dog Holdings, Inc.		
Street Address:	121 Gray Avenue		
City:	Santa Barbara		
State/Country:	CALIFORNIA		
Postal Code:	93101		
Entity Type:	CORPORATION: DELAWARE		
<b>PROPERTY NUMBERS Total: 1</b>			
Property Type	Number	Word Mark	
Serial Number:	76325208	LEARN TO RUN WITH THE BIG DOGS	
<b>CORRESPONDENCE DATA</b>			
Fax Number:	(805)564-8262		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	805-965-4400		
Email:	Kurt@incip.com		
Correspondent Name:	Kurt Koenig		
Address Line 1:	226 E. Canon Perdido St., Suite M		
Address Line 4:	Santa Barbara, CALIFORNIA 93101		
ATTORNEY DOCKET NUMBER:	2288-220		
NAME OF SUBMITTER:	Kurt Koenig		
Signature:	/Kurt Koenig/		
Date:	08/08/2007		

OP \$40.00 76325208

Total Attachments: 2

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**TRADEMARK ASSIGNMENT**

This Assignment ("Assignment") is made effective as of June 26, 2007 ("Effective Date") from **TRUCK AMERICA TRAINING**, a Kentucky Corporation with an address at 360 Ferguson Lane, Shepherdsville, KY 40165 USA ("ASSIGNOR") to **BIG DOG HOLDINGS, INC.**, a Delaware Corporation with a business address at 121 Gray Avenue, Santa Barbara, CA 93101 USA ("ASSIGNEE");

**WHEREAS**, ASSIGNOR has filed an application for a certain trademark ("the Mark") as described in Exhibit A, attached hereto and incorporated by reference herein, together with the goodwill of the business specifically associated with such mark ("the Services"); and

**WHEREAS**, ASSIGNOR desires to convey, transfer, assign, deliver, and contribute to ASSIGNEE all of its right, title, and interest in and to the Mark (the "Mark").

**NOW, THEREFORE**, in consideration of the payment of \$2,800.00 and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, ASSIGNOR hereby conveys, transfers, assigns, delivers, and contributes to ASSIGNEE all of ASSIGNOR'S right, title, and interest of whatever kind in and to the Mark, together with (1) the goodwill of the business specifically associated with such mark; (2) all income, royalties, and damages hereafter due or payable to ASSIGNOR with respect to the Mark, including without limitation, damages, and payments for past or future infringements and misappropriations of the Mark; and (3) all rights to sue for past, present, and future infringements or misappropriations of the Mark.

ASSIGNOR further covenants that it will execute all documents, papers, forms, and authorizations and take all other actions that may be necessary for securing, completing, or vesting in ASSIGNEE full right, title, and interest in the Mark.

**IN WITNESS WHEREOF**, ASSIGNOR has duly executed under seal and delivered this Assignment, as of the Effective Date.

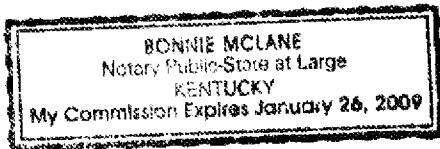
**TRUCK AMERICA TRAINING**

James Carter, President

**ACKNOWLEDGEMENT**

State of KENTUCKY )  
County of BULLITT )

On June 26<sup>th</sup>, 2007 before me, BONNIE MCLANE, Notary Public, personally appeared JAMES CARTER,  personally known to me - **OR** -  proved to me on the basis of satisfactory evidence to be the person(s) whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.



Signature of Notary Public

WITNESS my hand and official seal.

**Exhibit A**

TRADEMARK(S)

<u>Mark</u>	<u>Application Serial No.</u>	<u>Filing Date</u>
LEARN TO RUN WITH THE BIG DOGS	76325208	October 12, 2001