

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Mad Frog Productions, Inc.		09/19/2008	CORPORATION: VIRGINIA
RECEIVING PARTY DATA			
Name:	Doggyspace.com, LLC		
Street Address:	725 Jackson Street, Suite 216		
City:	Fredericksburg		
State/Country:	VIRGINIA		
Postal Code:	22401		
Entity Type:	LIMITED LIABILITY COMPANY: VIRGINIA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	77479004	DOGGYSPACE	
CORRESPONDENCE DATA			
Fax Number:	(804)664-0957		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	804-771-9500		
Email:	trademarks@hf-law.com		
Correspondent Name:	Christopher E. Gatewood		
Address Line 1:	P.O. Box 500		
Address Line 4:	Richmond, VIRGINIA 23218-0500		
ATTORNEY DOCKET NUMBER:	033898.00001		
NAME OF SUBMITTER:	Levi Thornton		
Signature:	/Levi Thornton/		
Date:	09/29/2008		

CH \$40.00 77479004

Total Attachments: 2

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ASSIGNMENT OF TRADEMARK

WHEREAS, Mad Frog Productions, Inc., a Virginia corporation ("Assignor"), owns all right title and interest to the following trademark and pending application (the "Mark"):

DOGGYSPACE

U.S. Application No. 77479004

WHEREAS, DOGGYSPACE.COM LLC, a Virginia limited liability company wholly owned by Assignor, or its assigns as permitted hereunder ("Assignee"), desires to acquire all right, title and interest in and to the Marks, together with the goodwill associated with the Marks and all past, current or future causes of action for infringement of the same;

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

1. Assignor hereby grants, sells, assigns and transfers to Assignee all of the Assignor's right, title and interest in and to the Marks, together with the goodwill of the business symbolized by the Mark, including all past, current or future causes of action for infringement of the same.
2. Assignor hereby authorizes and requests, as appropriate, the United States Patent and Trademark Office to record Assignee as the applicant and owner of the Mark.
3. Assignor represents and warrants to Assignee that it has not heretofore assigned, pledged or otherwise encumbered the Mark, and that the signatory hereto has full power to enter into this agreement and to make the grants herein contained on behalf of Assignor.
4. Assignor hereby agrees, to promptly provide to Assignee, its successors, assigns or other legal representatives, reasonable cooperation and assistance at Assignee's reasonable request (including the execution and delivery of any and all documentation as may be reasonably required) in the recordation, implementation or perfection of this Agreement.
5. This is the complete Agreement between the parties with respect to the subject matter contained herein and the parties all intend and agree that this Agreement may not be modified or any waiver of terms claimed unless in writing signed by all parties. This Agreement shall be governed by the laws of the Commonwealth of Virginia, exclusive of its conflicts of laws provisions.
6. This Agreement may be executed in counterparts, each of which when taken together shall constitute one and the same original Agreement.

This Agreement shall be effective as of the 17th day of June, 2008.

ASSIGNOR: MAD FROG PRODUCTIONS, INC.

By: _____
Title: President

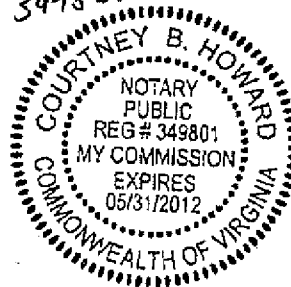
Commonwealth of Virginia)
(City/ County of Fredericksburg)

Personally appeared before me Levi Thornton, with whom I am personally acquainted or who made himself known to me by satisfactory evidence, who acknowledged that he/she executed the above instrument for the purposes therein contained and that he had authority to execute this instrument on behalf of Mad Frog Productions, Inc., a Virginia corporation.

Witness my hand this 19th day of September, 2008.

Courtney B. Howard
Notary Public SEAL

My commission expires: May 31, 2012 Reg. #: 349801



ASSIGNEE: DOGGYSPACE.COM, LLC

By: _____
Title: CEO

Commonwealth of Virginia)
(City/ County of Fredericksburg)

Personally appeared before me Levi Thornton, with whom I am personally acquainted or who made himself known to me by satisfactory evidence, who acknowledged that he/she executed the above instrument for the purposes therein contained and that he had authority to execute this instrument on behalf of DoggySpace.com, LLC, a Virginia limited liability company.

Witness my hand this 19th day of September, 2008.

Courtney B. Howard
Notary Public SEAL

My commission expires: May 31, 2012 Reg. #: 349801

