# 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
BeyondFur, Inc.		03/13/2009	CORPORATION: MISSOURI

### **RECEIVING PARTY DATA**

Name:	FURMINATOR, Inc.	
Street Address:	1638 Headland Drive	
City:	Fenton	
State/Country:	MISSOURI	
Postal Code:	63026	
Entity Type:	CORPORATION: INDIANA	

#### PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Serial Number:	78680708	SHED SHACK

## **CORRESPONDENCE DATA**

Fax Number: (314)552-7000

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 314-552-6000

Email: ipdocket@thompsoncoburn.com

Correspondent Name: Thompson Coburn LLP
Address Line 1: One US Bank Plaza

Address Line 4: St. Louis, MISSOURI 63101

ATTORNEY DOCKET NUMBER:	44772-55522
NAME OF SUBMITTER:	Clyde L. Smith
Signature:	/Clyde L. Smith/
Date:	03/20/2009

TRADEMARK REEL: 003956 FRAME: 0782

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TRADEMARK

**REEL: 003956 FRAME: 0783** 

ASSIGNMENT OF TRADEMARK

WHEREAS, BeyondFur, Inc., a corporation of the State of Missouri with offices at

1638 Headland Drive, Fenton, Missouri 63026 ("Assignor"), is the owner of the pending intent-to-

use United States trademark application no. 78/680,708 (hereinafter referred to as the "trademark

application");

WHEREAS, FURMINATOR, Inc., a corporation of the State of Indiana with offices

at 1638 Headland Drive, Fenton, Missouri 63026 ("Assignee"), is desirous of acquiring all of

Assignor's right, title and interest in and to the pending intent-to-use trademark application and any

registrations issuing therefrom, and

WHEREAS, Assignee has acquired and is acquiring the portion of Assignor's business

to which the pending intent-to-use trademark application pertains, which business is ongoing and

existing.

**NOW THEREFORE**, for one dollar (\$1.00) and other good and valuable

consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree

as follows:

1. Assignor has, and hereby does, sell, assign and transfer unto Assignee the

entire right, title and interest in and to the trademark application, together with the goodwill

associated therewith, and the right to sue for, and recover for, any past infringements thereof, to be

held and enjoyed by Assignee, its successors and assigns, as fully and entirely as the same would have

been held and enjoyed by Assignee had no sale and assignment of said trademark application has been

made.

2. Assignor has, and hereby does, sell, assign and transfer unto Assignee the

entire right, title and interest in and to the pending intent-to-use trademark application, and any

registration issuing therefrom, together with the goodwill associated therewith, and the right to sue

for, and recover for, any past infringements thereof, to be held and enjoyed by Assignor, its

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TRADEMARK REEL: 003956 FRAME: 0784 successors and assigns, as fully and entirely as the same would have been held and enjoyed by Assignee had no sale and assignment of said Mark been made.

3. Assignor further agrees to execute such further documents reasonably required by Assignee to secure and enforce the rights granted to Assignee under this Assignment.

IN WITNESS WHEREOF, I have hereunto set my hand the 13 day of

MARCH, 2009.

BeyondFur, Inc. ("Assignor")

David Porter, President

4864953.1 - 2 -

TRADEMARK REEL: 003956 FRAME: 0785 STATE OF MISSOURI

: SS

COUNTY OF ST. LOUIS

On this <u>Jath</u> day of <u>March</u>, 2009, before me, a Notary Public, within and for the County of St. Louis, State of Missouri, personally appeared David Porter, to me known to be the person described in and who executed the foregoing assignment and acknowledged that he executed same as her free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and seal the date and year last above written.

Notary Public

PATRICIA REIS

My Commission Expires: Notary Public - Notary Seal STATE OF MISSOURI

St. Louis County

My Commission Exp: 12/28/2010 Commission #: 06487029

4864953.1 - 3 -

RECORDED: 03/23/2009

TRADEMARK REEL: 003956 FRAME: 0786