

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

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|----------------------------------|--|--|---------------------------|
| SUBMISSION TYPE: | | NEW ASSIGNMENT | |
| NATURE OF CONVEYANCE: | | ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| Van Iden Zeiler III | | 03/22/2010 | INDIVIDUAL: UNITED STATES |
| Victoria Stilwell | | 03/22/2010 | INDIVIDUAL: UNITED STATES |
| RECEIVING PARTY DATA | | | |
| Name: | Delca Corporation | | |
| Street Address: | 30251 Golden Lantern E398 | | |
| City: | Laguna Nigel | | |
| State/Country: | CALIFORNIA | | |
| Postal Code: | 92677 | | |
| Entity Type: | CORPORATION: CALIFORNIA | | |
| PROPERTY NUMBERS Total: 3 | | | |
| Property Type | Number | Word Mark | |
| Serial Number: | 77656109 | THINK DOG | |
| Serial Number: | 77081008 | THINK DOG | |
| Serial Number: | 77055453 | THINK DOG | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | (212)259-2578 | | |
| | <i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i> | | |
| Phone: | 212.408.2500 | | |
| Email: | nytmdpt@bakerbotts.com | | |
| Correspondent Name: | Paul J. Reilly | | |
| Address Line 1: | 30 Rockefeller Plaza | | |
| Address Line 2: | Baker Botts L.L.P. | | |
| Address Line 4: | New York, NEW YORK 10112 | | |
| ATTORNEY DOCKET NUMBER: | 078202.0104 | | |
| NAME OF SUBMITTER: | Danielle R. Scheinberg | | |

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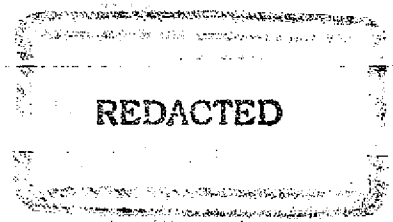
TRADEMARK
REEL: 004186 FRAME: 0775

| | |
|--|------------|
| Signature: | /drs/ |
| Date: | 04/15/2010 |
| Total Attachments: 5 source=THINK DOG redacted assignment#page1.tif source=THINK DOG redacted assignment#page2.tif source=THINK DOG redacted assignment#page3.tif source=THINK DOG redacted assignment#page4.tif source=THINK DOG redacted assignment#page5.tif | |

SETTLEMENT AGREEMENT

This Settlement Agreement (hereinafter, "Agreement") is entered into this 22nd day of March, 2010 (hereinafter, the "Effective Date") by and between Van Iden Zeller and Victoria Stilwell, Georgia residents having a dwelling and a business at 535 Woodward Way, Atlanta, Georgia 30305 (hereinafter individually and/or collectively referred to as "Plaintiffs") and Delca Corporation, a California corporation having a place of business at 30251 Golden Lantern E398, Laguna Niguel, California 92677 (hereinafter "Delca") (Plaintiffs and Delca are collectively referred to as the "Parties").

WHEREAS, Plaintiffs claim to own the mark THINK DOG and variants thereof, as well as applications and registrations therefor for the products/services identified therein, including, but not limited to, the following: (1) U.S. Application Serial No. 77/656,109 for goods in Int'l Classes 25 and 31, (2) U.S. Application Serial No. 77/081,008, for goods in Class 18, (3) U.S. Application Serial No. 77/055,528 for services in Int'l Class 41, (4) U.S. Application Serial No. 77/055,453 for goods in Int'l Class 28, (5) CTM Registration No. 5658588 for goods and services in Int'l Classes 18, 28 and 41, (6) Australia Registration No. 1159882 for goods in Int'l Class 28, (7) Australia Registration No. 1151603 for goods in Int'l Class 18, and (8) Australia Registration No. 1151604 for services in Int'l Class 41; (hereinafter the foregoing names, marks, applications and registrations are individually and/or collectively referred to as the "Plaintiffs THINK DOG Marks", unless otherwise delineated);



NOW, THEREFORE, based on the mutual covenants and promises set forth below, and other good and valuable consideration, the receipt of which is hereby acknowledged, the Parties agree as follows:

1. Plaintiffs represent and warrant that: (i) Plaintiffs own all of its rights, title and interest in and to Plaintiffs THINK DOG Marks, together with any and all goodwill associated with the name, mark, applications and registrations for the Plaintiffs THINK DOG Marks, and the domain name registration for *thinkdog.com*; (ii) other than Delca, Plaintiffs know of no pending or threatened claims by any third party or non-party relating to the Assigned Marks; (iii) Plaintiffs own no other names, trademarks, service marks, trade names, trademark applications or service mark applications incorporating the term "think dog" other than those identified above as the Plaintiffs THINK DOG Marks; and (iv) Plaintiffs have not and will not encumber its ownership of or raise any claim adverse to

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the use or registration by, transfer of and/or assignment to Delca, its successor or assigns, of the Assigned Marks (as defined in Section 2 herein)

2. Plaintiffs do hereby irrevocably assign, transfer, grant, set over and convey unto Delca, its successors and assigns, without reservation of any rights, title or interest, Plaintiffs' entire worldwide and universal rights, title and interest in and to the mark THINK DOG or variants for animal leashes and collars for pets, pet toys, clothing, namely, shirts, hats, jackets, dog food and dog treats, U.S. Application Serial No. 77/081008 for THINK DOG "animal leashes and collars for pets" in Class 18, U.S. Application Serial No. 77/055453 for THINK DOG "pet toys" in Class 28, U.S. Application Serial No. 77/656109 for THINK DOG "clothing, namely, shirts, hats, jackets" in Class 25 and "dog food and dog treats" in Class 31, CTM Registration No. 5658588 for THINK DOG solely for goods in Classes 18 and 28, Australia Registration No. 1159882 for THINK DOG goods in Int'l Class 28, and Australia Registration No. 1151603 for THINK DOG goods in Int'l Class 18 (hereinafter for foregoing marks and related applications are referred to individually and/or collectively as the "Assigned Marks"), together with the goodwill of the business symbolized by the Assigned Marks, that portion of the business to which the mark(s) pertain with respect to applications that have been filed based on an intent-to-use, the same to be held and enjoyed by Delca, for its own use and enjoyment, and for the use and enjoyment of its successors, assigns, subsidiaries or other legal representatives, as the same would have been held and enjoyed by Plaintiffs if this assignment had not been made, including, but not limited to, any and all common-law rights of Plaintiffs in and/or to the Assigned Marks, and Plaintiffs' right to sue for all claims, demands and/or causes for action, both at law and in equity, that Plaintiffs may have on account of any infringement, claim of unfair competition, likelihood of confusion or dilution of the Assigned Marks or any other claim or cause of action related to such marks prior to and following the Effective Date of this Agreement. Plaintiffs shall provide to Delca without further consideration or remuneration from Delca any such further reasonable assistance as may be required to assign, transfer, grant, set over, convey unto Delca, Plaintiffs' entire worldwide and universal rights, title and interest in and to the Assigned Marks, as well as those applications and registrations identified hereinabove, including, but not limited to, execution of any and all other and further documents reasonably necessary to effectuate such assignment.

REDACTED

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IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their duly authorized officers, directors and/or representatives on the date and year first above written and is effective as of that date.


VAN IDEN ZEILER

Dated: 3/22, 2010

By: 

VICTORIA STILWELL

Dated: 3/22, 2010

By: 

DELCA CORPORATION

Dated: 3/23, 2010

By: 

Name: Jennifer Scoggin
Title: VP Purch / Corp Sec.