

Form PTO-1594 (Rev. 12-11)  
OMB Collection 0651-0027 (exp. 04/30/2015)

U.S. DEPARTMENT OF COMMERCE  
United States Patent and Trademark Office

### RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

#### 1. Name of conveying party(ies):

Worldwise, Inc.

- Individual(s)
- Partnership
- Corporation- State: California
- Other
- Association
- Limited Partnership

Citizenship (see guidelines)

Additional names of conveying parties attached?  Yes  No

#### 3. Nature of conveyance/Execution Date(s) :

Execution Date(s) June 11, 2012

- Assignment
- Security Agreement
- Other
- Merger
- Change of Name

#### 2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached?  Yes  No

Name: Minimum, Inc.

Street Address: 9227 Mary Avenue NW

City: Seattle

State: Washington

Country: USA Zip: 98117

- Individual(s) Citizenship
- Association Citizenship
- Partnership Citizenship
- Limited Partnership Citizenship
- Corporation Citizenship Washington
- Other Citizenship

If assignee is not domiciled in the United States, a domestic representative designation is attached:  Yes  No  
(Designations must be a separate document from assignment)

#### 4. Application number(s) or registration number(s) and Identification or description of the Trademark.

A. Trademark Application No.(s) Text

B. Trademark Registration No.(s)

3,946,349

Additional sheet(s) attached?  Yes  No

#### C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

FULL CIRCLE

#### 5. Name & address of party to whom correspondence concerning document should be mailed:

Name: Kathleen Long

Internal Address:

Street Address: PO BOX 24662

City: Seattle

State: WA Zip: 98124

Phone Number: 206.569.0314

Docket Number: BIGS-T-1

Email Address: klong@klonglaw.com

#### 6. Total number of applications and registrations involved:

1

#### 7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$40,100

- Authorized to be charged to deposit account
- Enclosed

#### 8. Payment Information:

Deposit Account Number

Authorized User Name

#### 9. Signature:

Kathleen Long  
Signature

June 22, 2012  
Date

Kathleen Long, Attorney of Record- WA Bar member

Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 4

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to: Mail Stop Assignment Recordation Branch, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

**TRADEMARK ASSIGNMENT AGREEMENT**

THIS TRADEMARK ASSIGNMENT AGREEMENT (the "Trademark Assignment") is made and entered into as of this 11 day of June, 2012 (the "Effective Date"), by and between Worldwide, Inc., a California corporation ("Assignor") and Minimum, Inc., a Washington corporation ("Assignee") (each of Assignor and Assignee, individually, a "Party" and, collectively, the "Parties").

**RECITALS**

**WHEREAS**, the Parties are entering into a Settlement Agreement, dated as of the date hereof (the "SA"); and

**WHEREAS**, Assignor has adopted, used and is the owner of the entire right, title and interest in and to the federal trademark registration "FULL CIRCLE" ("the Mark"), as it pertains to "pet beds made from recycled materials," the United States Patent and Trademark Office Registration of which is attached as Exhibit A, together with the goodwill of the business symbolized thereby in connection with the goods and services on which the Mark is used.

**WHEREAS**, Assignor desires to sell, transfer, convey, assign and deliver ownership of the Mark to Assignee.

**NOW, THEREFORE**, in consideration of the foregoing, of the mutual promises herein contained, and of other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties, intending to be legally bound, hereby agree as follows:

1. **DEFINITIONS.** Any term not defined in this Trademark Assignment shall have the meaning given such term in the SA.

2. **ASSIGNMENT.** Assignor hereby irrevocably sells, transfers, conveys, assigns and delivers to Assignee all of Assignor's right, title, and interest in and to the Mark and any other trademarks, service marks, trade names, service names or logos that incorporate the Mark as it pertains to dog beds, together with (1) the goodwill of the business in respect of which the Mark is used and for which it is registered; (2) any registrations thereof issued by or filed with any governmental entity, set forth on Schedule A hereto; (3) all rights to sue for past, present and future infringements or misappropriations of the Mark.

3. **WARRANTIES AND COVENANTS.**

A. **No Abandonment.** Assignor has not abandoned the Mark and Assignor shall notify Assignee immediately if it knows or has reason to know of any reason why the Mark may become abandoned, invalidated or the subject of any suit

B. **Maintenance.** Assignor will render any assistance necessary to Assignee, at Assignee's expense, in any proceeding before the United States Patent and Trademark Office or any similar office or agency in the United States or any other country to maintain the Mark and registrations of the Mark.

C. **Notification.** Assignor will promptly notify Assignee if Assignor learns of any use by any person of any infringement of the Mark. If requested by Assignee, Assignor, at Assignee's

expense, shall join with Assignee in such action as Assignee, in Assignee's discretion, may deem advisable for the protection of Assignee's interest in and to the Mark.

D. Power of Attorney. Assignor irrevocably and automatically appoints Assignee as its attorney-in-fact to execute any documents necessary in connection with the assignment of the registration of the Trademarks, and such power of attorney shall constitute a power of attorney coupled with an interest and shall be irrevocable.

4. GENERAL. The provisions of Paragraphs 3 of the SA are incorporated herein and made applicable to this Trademark Assignment.

IN WITNESS WHEREOF, the Parties hereto have executed this Trademark Assignment as of the day and year first above written.

WORLDWISE, INC.

MINIMUM, INC.

By: [Signature]

By: [Signature]

Name: Jeffrey Gansberg

Name: CYNTHIA B KELLING

Title: CEO

Title: VICE-PRESIDENT