

## 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
Nicholas G Carter		03/16/2012	INDIVIDUAL: UNITED STATES
RECEIVING PARTY DATA			
Name:	Kitt Productions, LLC		
Street Address:	700 12th Avenue South, Suite 302		
City:	Nashville		
State/Country:	TENNESSEE		
Postal Code:	37203		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	85513350	KITT FIT	
CORRESPONDENCE DATA			
Fax Number:			
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	6152447600		
Email:	tdruth@ktrlawgroup.com		
Correspondent Name:	Thomas David Ruth		
Address Line 1:	700 12th Avenue South, Suite 302		
Address Line 4:	Nashville, TENNESSEE 37203		
NAME OF SUBMITTER:	Thomas David Ruth		
Signature:	/tdr/		
Date:	09/12/2012		
Total Attachments: 2 source=Assignment_Nick to Kitt Fit LLC#page1.tif source=Assignment_Nick to Kitt Fit LLC#page2.tif			

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**TRADEMARK ASSIGNMENT**

This Trademark Assignment ("Assignment"), dated as of March 16, 2012 ("Effective Date") is entered into by and between Nicholas G. Carter ("Assignor"), and Kitt Productions, LLC ("Assignee").

WHEREAS, Assignor is the owner of all right, title and interest in and to the trademarks listed in **Schedule A** hereto, which have been registered as set forth therein (the "Marks");

WHEREAS, Assignee desires to acquire the Marks, together with the goodwill of the goods and services associated therewith, and all other rights, title and interests in and to the Marks throughout the world;

WHEREAS, the parties hereto desire to execute this Assignment for purposes of recording title in and to the Marks in the name of Assignee in the United States Patent and Trademark Office ("USPTO") and in any other trademark offices throughout the world responsible for recording title.

NOW, THEREFORE, effective as of the Effective Date, for good and valuable consideration, the parties hereto agree as follows:

1. Assignor hereby sells, assigns, and transfers unto Assignee all rights, title and interest, throughout the world, in and to the Marks, including, without limitation: (a) all common law and statutory rights therein, and specifically including the Certificates of Registration duly and legally issued by the USPTO, and any and all renewals thereof; (b) the goodwill associated with the Marks and the goods and services sold in connection therewith; (c) all claims for damages by reason of past and future infringement, and the right to sue for and the right to collect the same for Assignee's own use and behalf, and for the use and benefit of its successors, assigns, or legal representatives; and (d) the right to defend the Marks and the registrations thereof.

2. Assignor represents that: (a) it is the owner of all rights, title, and interests in and to the Marks and that it has the authority to enter this Assignment; (b) except as disclosed in writing to Assignee, there are no current or effective licenses, assignments, security interests, or other encumbrances of or relating to the Marks; and (c) it knows of no other person or entity which has the right to use, or has made any claim pertaining to the right to use the Marks.

3. Assignor warrants that: (a) all use of the Marks by Assignor shall cease; and (b) it shall not contest or challenge, or aid any other person or entity in so contesting or challenging, the validity of the Marks or Assignee's ownership thereof.

4. Assignor expressly agrees to execute, acknowledge, and deliver such documents and other instruments as may be requested by Assignee to evidence or effectuate the sale, assignment, transfer, conveyance, and delivery of the Marks to Assignee.

Assignor:

By: 

Its: \_\_\_\_\_

Assignee:

By: 

Its: \_\_\_\_\_

SCHEDULE A

Mark	Serial No.	Registration Date
KITT FIT	85513350	n/a