

TRADEMARK ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT																										
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL																										
CONVEYING PARTY DATA																											
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CORRESPONDENCE DATA																											
Fax Number: 9185852444 <i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i> Phone: 918-584-1600 Email: marshall@barrowgrimm.com Correspondent Name: Adam K. Marshall Address Line 1: 110 W. 7th Street Address Line 2: Suite 900 Address Line 4: Tulsa, OKLAHOMA 74119																											
ATTORNEY DOCKET NUMBER:	8723.020																										
NAME OF SUBMITTER:	Adam K. Marshall																										
Signature:	/AKM/																										
Date:	02/21/2013																										
Total Attachments: 1 source=Assignment D-TEST#page1.tif																											

OP \$40.00 85735556

ASSIGNMENT OF TRADEMARK

THIS ASSIGNMENT OF TRADEMARK made effective as of the 15th day of February, 2012, by POWER CHEWS, LLC, a Texas limited liability company ("Assignor") to and in favor of POWER CHEWS, LLC, an Oklahoma limited liability company, ("Assignee").

WITNESSETH:

WHEREAS, it is the intention of the parties that Assignee have Assignor's entire interest and goodwill, as well as the sole and exclusive right, in and to the trademark, servicemark, and trade designation of "D-TEST" (the "Subject Mark"), such being the subject of an application for registration with the United States Patent and Trademark Office, Trademark Serial No. 85735556, with a filing date of September 21, 2011; and


WHEREAS, Assignor, reaffirming and acknowledging that Assignee should have Assignor's entire interest and goodwill, as well as the sole and exclusive right, in and to the Subject Mark, desires to grant, assign and quit-claim to Assignee whatever interest and goodwill he may possess in the Subject Mark, if any.

NOW, THEREFORE, for and in consideration of the premises and the agreements and the covenants set forth herein, Assignor does hereby ASSIGN, TRANSFER, SET-OVER AND DELIVER unto Assignee, all of its rights, title, interest, benefits and privileges in, to and under the Subject Mark, together with all rights to sue for infringement of the Subject Mark, whether arising prior to or subsequent to the date of this Assignment of Trademark, and any and all renewals and extensions thereof that may be hereafter secured under the laws now or hereafter in effect in the United States, Canada and in any other jurisdiction, the same to be held and enjoyed by the said Assignee, its successors and assigns from and after the date hereof as fully and entirely as the same would have been held and enjoyed by the Assignor had this Assignment of Trademark not been made.

Except to the extent that federal law preempts state law with respect to the matters covered hereby, this Assignment of Trademark shall be governed by and construed in accordance with the laws of the State of Oklahoma without giving effect to the principals of conflicts of laws thereof.

IN WITNESS WHEREOF, Assignor executes this Assignment of Trademark as of the date first above written.

POWER CHEWS, LLC,
A Texas limited liability company

By: 
Jason Burk, CEO