TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM302190

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Mr. Eddie Floyd		01/24/2014	INDIVIDUAL: UNITED STATES

RECEIVING PARTY DATA

Name:	CEF Licensing, LLC
Street Address:	4604 Burnet Rd, Austin
City:	Austin
State/Country:	TEXAS
Postal Code:	78756
Entity Type:	LIMITED LIABILITY COMPANY: TEXAS

PROPERTY NUMBERS Total: 2

Property Type	Number	Word Mark
Registration Number:	4443054	BARK 'N PURR
Registration Number:	3668162	BARK 'N PURR

CORRESPONDENCE DATA

Fax Number:

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

Phone: +1 (512)921-4012
Email: mkroberts@robertsatlaw.com
Correspondent Name: Marvin Kirby Roberts III, Esq.
Address Line 1: 200 East 6th Street, Suite 204
Address Line 4: Austin, TEXAS 78701

NAME OF SUBMITTER:	Marvin Kirby Roberts III, Esq.
SIGNATURE:	/III/
DATE SIGNED:	04/21/2014

Total Attachments: 4

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OP $65.00 4443054

CEF LICENSING, LLC
CONTRIBUTION AGREEMENT

This Contribution Agreement ("**Agreement**") is effective as of January 24, 2014 (the "**Effective Date**") by and among CEF Licensing, LLC, a Texas limited liability company, (the "**Company**") and Eddie Floyd, an individual ("**Member**").

WHEREAS, Member is the sole and exclusive owner of certain trademarks, as listed in Section I of this Agreement, (the "**Marks**");

WHEREAS, Member desires to assign the Marks to Company in exchange for the Interest, as defined in Section III of this Agreement; and

WHEREAS, Company desires to obtain the Marks from Member in exchange for such Interest.

NOW, THEREFORE, for good and valuable consideration, and in consideration of the mutual covenants and conditions set forth herein, and with the intent to be legally bound thereby the parties hereby agree as follows:

I. **The Marks.** The Marks governed by this Agreement shall include the following trademarks:

a. "**BARK 'N PURR**", USPTO Registration No. 3668162; and

b. "**BARK 'N PURR**", USPTO Registration No. 4443054.

II. **Assignment.** Member hereby irrevocably assigns and transfers to the Company Member's entire right, title, and interest in and to the Marks, including all common law rights, moral rights, and the good will associated therewith (the "**Intellectual Property**").

III. **Consideration.** In consideration of the assignment of the Intellectual Property, the Company agrees to issue to Member two thousand (2,000) Class A Units and three thousand (3,000) Class B Units collectively representing fifty percent (50%) of the Company (the "**Interest**") and admission to the Company as a Member in accordance with the terms, conditions, and provisions set forth in and by the Company Agreement dated on even date herewith (the "**Company Agreement**"). Member acknowledges that the Interest is subject to the terms conditions, and provisions set forth in and by the Company Agreement and may be subject to dilution and/or reduction. The Interest shall be the only consideration required of the Company with respect to the subject matter of this Agreement.

IV. **Further Assurances.** Member agrees to assist the Company in every legal way to evidence, record, and perfect the assignment set forth in Section II of this Agreement and to apply for and obtain recordation of and from time to time enforce, maintain, and defend the assigned rights. If the Company is unable for any reason whatsoever to secure Member's signature to any document it is entitled to under this Section, Member hereby irrevocably designates and appoints the Company and its duly authorized officers and agents, as Member's agents and attorneys-in-

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fact with full power of substitution to act for and on Member's behalf and instead of Member, to execute and file any such document or documents and to do all other lawfully permitted acts to further the purposes of the foregoing with the same legal force and effect as if executed by Member.

V. **Moral Rights.** To the extent allowed by law, the assignment of the Intellectual Property in Section II of this Agreement includes moral rights (i.e. "droit moral") in the Intellectual Property, including but not limited to, rights of integrity, disclosure, and withdrawal. Member agrees where such rights may not be assigned as a matter of law to cooperate fully with the Company during the lifetime of such rights and agrees not to take any interest with regard to such rights that is contrary to the will and goals of the Company. Member agrees not to exercise any such moral rights without the prior written consent of the Company, and agrees that any exercise of such rights without such prior written approval shall be deemed a material breach of this Agreement. Further, Member will confirm any such ratifications, consents, and agreements from time to time as requested by the Company. Member also agrees not to sue or challenge in any manner, the validity of the assignment set forth in this Agreement and the Company's right to the Intellectual Property set forth hereunder.

VI. **Warranties.**

a. **Mutual Warranties.** Each party represents and warrants that: (i) it has the right to enter into and fully perform the mutual covenants contemplated herein, consistent with this Agreement; (ii) there is no outstanding contract, commitment, or agreement to which it is a party that conflicts with this Agreement; (iii) it is not subject to any injunctions or settlement agreement with private or public parties that may limit its ability to comply with the terms of this Agreement; and (iv) it shall comply with all applicable laws and regulations.

b. **Member Warranties.** Member represents and warrants to the Company that Member: (i) owns one hundred percent (100%) undivided interest in and to the Intellectual Property; (ii) has not assigned, transferred, licensed, pledged, or otherwise encumbered the Intellectual Property; (iii) is not aware of any violation, infringement, or misappropriation of any third party's rights, or claim thereof, regarding the Intellectual Property; (iv) is not aware of any current claims on the Intellectual Property; and (v) has been granted the opportunity to ask questions of and receive answers from representatives of the Company concerning the terms and conditions of the Interest and to obtain any additional information concerning the Company or the Interest that Member deems necessary in connection with Member's decision to assign the Intellectual Property.

VII. **Securities Law.** Member acknowledges receipt of advice from the Company that: (a) the Interest has not been registered under the Securities Act of 1933 as amended (the **"Act"**) or qualified under any state securities or "blue sky" laws; (b) it is not anticipated that there will be any public market for the Interest; (c) the Interest must be held indefinitely and Member must continue to bear the economic risk of the investment in the Interest unless the Interest is subsequently registered under the Act and such state laws or an exemption from registration is available; (d) Rule 144 promulgated under the Act ("**Rule 144**") is not presently available with respect to the sales of any securities of the Company, and the Company has made no covenant to make Rule 144 available; (e) when and if the Interest may be disposed of without registration in reliance upon Rule 144, such disposition can be made only in limited amounts in accordance with

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the terms and conditions of Rule 144; (f) the Company does not plan to file reports with the Securities and Exchange Commission or make public information concerning the Company available unless required to do so by law; (g) if the exemption afforded by Rule 144 is not available, sale of the Interest may be difficult to effect, because of absence of public information concerning the Company; (h) should the Company issue one or more certificates, a restrictive legend shall be place on such certificates representing the Interest; and (i) a notation shall be made in the appropriate records of the Company indicating that the Interest is subject to restrictions on transfer and, if the Company should in the future engage the services of a stock transfer agent, appropriate stop-transfer restrictions will be issued to such transfer agent with respect to the Interest.

VIII. **Law.** The parties agree that it is their intention and covenant that this Agreement, performance under this Agreement, and all suits and special proceedings under this Agreement, be construed in accordance with and under and pursuant to the laws of the State of Texas, without giving effect to any principles of conflicts of law.

IX. **Venue.** The parties agree that it is their intention and covenant that any action at law or in equity arising out of or relating to this Agreement will be filed only in the Austin Division of the Western District of Texas or the state courts in and for Austin, Travis County, Texas, and each party hereby consents and submits to the personal and exclusive jurisdiction of such courts for the purposes of litigating any such action and expressly submit to extraterritorial service of process.

X. **Survivorship of Benefits.** This Agreement shall be binding on and inure to the benefit of the respective parties and their executors, administrators, heirs, personal representatives, successors, and assigns.

XI. **Waiver of Modification of Agreement.**

a. A waiver or modification of this Agreement or of any covenant, condition, or limitation in this Agreement shall not be valid unless in writing and executed by the party to be charged, and evidence of any waiver or modification shall not be offered into or received in evidence in any proceeding, arbitration, or litigation between the parties arising out of or affecting this Agreement, or the right or obligations of any party under this Agreement, unless the waiver or modification is in writing, executes by the party to be charged.

b. The parties further agree that the provisions of this section may not be waived except as set forth in this Agreement.

c. The failure of Company to exercise or enforce any right or provision of this Agreement will not constitute a waiver of such right or provision.

XII. **Severability.** If any provision of this Agreement is held to be unlawful, void, or for any reason unenforceable, then that provision will be limited or eliminated from this Agreement to the minimum extent necessary and will not affect the validity and enforceability of any remaining provisions.

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XIII. **Headings.** The heading references herein are for convenience purposes only, do not constitute a part of this Agreement, and will not be deemed to limit or affect any of the provisions hereof.

XIV. **Construction.** This Agreement has been negotiated by the parties hereto and their respective counsel and will be interpreted fairly in accordance with its terms and without any strict construction in favor of or against either party hereto. The headings contained in this Agreement are for the purposes of convenience only and are not intended to define or limit the contents of this Agreement. Each party acknowledges that it has had the opportunity to discuss this matter with and obtain advice from its private attorney, has had sufficient time to, and has carefully read and fully understands all the provisions of this Agreement, and is knowingly and voluntarily entering into this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives as of the Effective Date set forth above.

COMPANY: CEF Licensing, LLC

Eddie Floyd

Eddie Floyd, Manager

MEMBER: Eddie Floyd

Eddie Floyd

Eddie Floyd

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RECORDED: 04/21/2014
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