

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM302545

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Bully Dog Technologies, LLC		02/28/2014	LIMITED LIABILITY COMPANY: IDAHO
RECEIVING PARTY DATA			
Name:	Bully Dog Acquisition, LLC		
Street Address:	4150 Church Street, Suite 1024		
City:	Sanford		
State/Country:	FLORIDA		
Postal Code:	32771		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	3513764	BIG RIG POWER PUP	
Registration Number:	3456490	BULLY DOG	
Registration Number:	4079778		
Registration Number:	2959372		
Registration Number:	3456492	POWER PUP	
Registration Number:	3456491	TRIPLE DOG	
CORRESPONDENCE DATA			
Fax Number:	3126095005		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	312-609-7814		
Email:	amichalec@vedderprice.com		
Correspondent Name:	Anita Michalec		
Address Line 1:	222 North LaSalle St-25th Floor		
Address Line 4:	Chicago, ILLINOIS 60601		
ATTORNEY DOCKET NUMBER:	AAM		
NAME OF SUBMITTER:	Anita Michalec		
SIGNATURE:	/Anita Michalec/		
DATE SIGNED:	04/24/2014		

CH \$165.00 3513764

Total Attachments: 7

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TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (this "Assignment") is made as of the 28th day of February, 2014, by and between Bully Dog Technologies, LLC, an Idaho limited liability company with an address of 2935 W. 2050 S., Aberdeen, Idaho 83210 ("Assignor") on the one hand, and Bully Dog Acquisition, LLC, a Delaware limited liability company with an address of 4150 Church St., Suite 1024, Sanford, Florida 32771 ("Assignee") on the other hand.

WHEREAS, Assignor is the owner of the trademarks listed on the attached Schedule A, including the registrations and applications therefor, (collectively, the "Trademarks"); and

WHEREAS, Assignor wishes to sell, assign, transfer, deliver and convey, and the Assignee wishes to purchase and accept the transfer of, the Trademarks pursuant to the terms and conditions contained herein;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby severally acknowledged, the parties hereto agree as follows:

1. Assignor hereby sells, assigns, transfers, delivers and conveys to Assignee all right, title and interest in, to, and under the Trademarks, including all registrations and applications therefor and all common law rights therein, together with the goodwill associated therewith and symbolized thereby, and Assignee hereby accepts such sale, conveyance, assignment and delivery. Assignor further agrees that it will make no further use of the Trademarks, except as otherwise expressly permitted by Assignee.
2. Assignor further sells, conveys, assigns, transfers and delivers to Assignee all rights, if any, of Assignor to bring an action, whether at law or in equity, against any third party, to recover damages, profits and all other relief for all infringements (including injunctions) of the Trademarks that have occurred prior to the date of this Assignment with the right to collect the same. Assignor further agrees that it will, upon reasonable request by Assignee and at Assignee's cost, provide Assignee with facts relating to the history of the Trademarks as may be known to it, including any knowledge that it has relating to any past infringement or misappropriation of the Trademarks.
3. Assignor will, within ten (10) days of presentment, execute such further documents as Assignee may reasonably request to perfect, confirm, and/or effectuate the transfer of the Trademarks or vest in Assignee all rights, title and interests of Assignor in, to and under the Trademarks. Assignee shall cover all costs associated with any necessary notarization, legalization, courier, etc. relating to the requests in this section.
4. All of the terms and provisions of this Assignment will apply to, be binding in all respects upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns.
5. This Assignment, and any disputes arising hereunder or controversies related hereto, shall be governed by and construed in accordance with the internal laws of the State of Delaware, without regard to the choice of law principles of any jurisdiction. Each party hereto hereby

submits to the exclusive jurisdiction of the state or federal courts located in the State of Delaware for purposes of all legal proceedings arising out of or relating to this Assignment. Each party hereto irrevocably waives, to the fullest extent permitted by law, any objection which it may now or hereafter have to the laying of the venue of any such proceeding brought in such a court and any claim that any such proceeding brought in such a court has been brought in an inconvenient forum. EACH PARTY HERETO HEREBY IRREVOCABLY WAIVES ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY LEGAL PROCEEDING ARISING OUT OF OR RELATING TO THIS ASSIGNMENT.

6. This Assignment may be executed in two or more counterparts, all of which shall be considered one and the same agreement. Copies of executed counterparts transmitted by facsimile or other electronic transmission service shall be considered original executed counterparts for purposes of this Section 6, provided that receipt of copies of such counterparts is confirmed.

[Signature Page Follows]

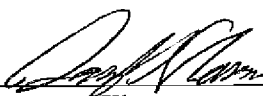
IN WITNESS WHEREOF, the parties have executed this Assignment as of the date first above written.

ASSIGNOR:

ASSIGNEE:

BULLY DOG TECHNOLOGIES, LLC

BULLY DOG ACQUISITION, LLC

By: 
Name: Daryl Klassen
Title: Chief Operations Officer

By: _____
Name: _____
Title: _____

IN WITNESS WHEREOF, the parties have executed this Assignment as of the date first above written.

ASSIGNOR:

ASSIGNEE:

BULLY DOG TECHNOLOGIES, LLC

BULLY DOG ACQUISITION, LLC




By: _____
Name: _____
Title: _____





By: Amy Bagwell
Name: Amy Bagwell
Title: CEO & Secretary

[Trademark Assignment-- Signature Page]

Schedule A

Trademarks and US Customs Registrations

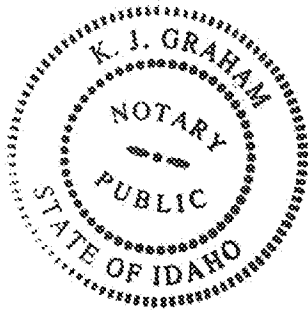
COUNTRY	TRADEMARK	CLASS	STATUS	APP NO (DATE)	REG NO (DATE)
CANADA	BIG RIG POWER PUP	N/A	Registered	1,385,112 (2/27/2008)	TMA757,473 (1/21/2010)
	BULLY DOG	N/A	Registered	1,368,433 (10/22/2007)	TMA750,573 (10/20/2009)
	DOG DESIGN 	N/A	Registered	1,192,647 (10/1/2003)	TMA667,501 (7/13/2006)
	POWER PUP	N/A	Registered	1,368,435 (10/22/2007)	TMA749,215 (10/1/2009)
	TRIPLE DOG	N/A	Registered	1,368,434 (10/22/2007)	TMA749.216 10/1/2009
CHINA	BULLY DOG	7, 9, 12	Pending	WO 1 078 626 (4/28/2011)	
	DOG DESIGN 	7, 9, 12	Registered	WO 1 135 276 (11/8/2011)	WO 1 135 276 (11/8/2011)
COMMUNITY TRADEMARK	BULLY DOG	7, 9, 12	Registered	WO 1 078 626 (4/28/2011)	WO 1 078 626 (4/28/2011)
	DOG DESIGN 	7, 9, 12	Registered	WO 1 135 276 (11/8/2011)	WO 1 135 276 (11/8/2011)
INTERNATIONAL	BULLY DOG	7, 9, 12	Registered	WO 1 078 626 (4/28/2011)	WO 1 078 626 (4/28/2011)
	DOG DESIGN 	7, 9, 12	Registered	WO 1 135 276 (11/8/2011)	WO 1 135 276 (11/8/2011)
UNITED STATES	BIG RIG POWER PUP	9	Registered	77/266,253 (8/28/2007)	3,513,764(10/7 /2008)
	BULLY DOG	7, 9, 12	Registered	77/162,126 (4/20/2007)	3,456,490 (7/1/2008)


DOG DESIGN 	9	Registered	85/317,448 (5/10/2011)	4,079,778 (1/3/2012)
DOG DESIGN 	12	Registered	78/232,710 (4/1/2003)	2,959,372 (6/7/2005)
POWER PUP	9	Registered	77/162,166 (4/20/2007)	3,456,492 (7/1/2008)
TRIPLE DOG	9	Registered	77/162,140 (4/20/2007)	3,456,491 (7/1/2008)
BULLY DOG - Customs Recordation	7, 9, 12	Recorded	77/162,126 (4/20/2007)	3,456,490 (7/1/2008)
DOG DESIGN - Customs Recordation 	9	Registered	85/317,448 (5/10/2011)	4,079,778 (1/3/2012)
DOG DESIGN - Customs Recordation 	12	Recorded	78/232,710 (4/1/2003)	2,959,372 (6/7/2005)

State of Idaho)
) ss.
County of ADK)

On this 23rd day of April 2014, before me, a notary public, personally appeared Daryl Klassen, known or identified to me to be the Chief Operations Officer of Bully Dog Technologies, LLC, the limited liability company that executed the attached Trademark Assignment on the 28th day of February, 2014, and known to me to be the person who executed the attached instrument, on behalf of said limited liability company and acknowledged to me that such limited liability company executed the same.

23rd IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day of April, 2014.




Notary Public for Idaho
Residing at Merton, Idaho
Commission Expires 02/25/19