

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM323460

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Pugs, Inc.	FORMERLY Mountain View Marketing, Inc.	11/14/2014	CORPORATION: UTAH
RECEIVING PARTY DATA			
Name:	Pugs Holdings, LLC		
Street Address:	401 S. Wilcox Street, Suite 201 and 250		
City:	Castle Rock		
State/Country:	COLORADO		
Postal Code:	80104		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 10			
Property Type	Number	Word Mark	
Serial Number:	85978245	PUGS	
Registration Number:	2249305	PUGS EYEGEAR	
Serial Number:	85520321		
Registration Number:	3066578	SNAP	
Registration Number:	4074772	SCREAMIN' DEALZ	
Registration Number:	3582111	ENERGY ZONE	
Serial Number:	86211383	COLOREYZE	
Serial Number:	85574339	HRO	
Serial Number:	85558272	RIPPERS	
Serial Number:	85503410	PUGS	
CORRESPONDENCE DATA			
Fax Number:	7146686457		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	7146686327		
Email:	barbaraalder@paulhastings.com		
Correspondent Name:	Barbara Alder		
Address Line 1:	695 Town Center Drive, 17th Floor		
Address Line 4:	Costa Mesa, CALIFORNIA 92626		

OP \$265.00 85978245

NAME OF SUBMITTER:	Barbara Alder
SIGNATURE:	/Barbara Alder/
DATE SIGNED:	11/17/2014
Total Attachments: 7 source=pugsholdingsassignment#page1.tif source=pugsholdingsassignment#page2.tif source=pugsholdingsassignment#page3.tif source=pugsholdingsassignment#page4.tif source=pugsholdingsassignment#page5.tif source=pugsholdingsassignment#page6.tif source=pugsholdingsassignment#page7.tif	

TRADEMARK AND DOMAIN NAME ASSIGNMENT

This Trademark and Domain Name Assignment (this “**Assignment**”) is made and entered into as of November 14, 2014 by and between Pugs Holdings, LLC, a Delaware limited liability company (“**Assignee**”), and PUGS, Inc. (formerly known as Mountain View Marketing, Inc.), a Utah corporation (“**Assignor**”).

WHEREAS, Assignor and Assignee are parties to that certain Asset Purchase Agreement of even date herewith (the “**Purchase Agreement**”) pursuant to which Assignor has agreed to sell, transfer, assign, convey and deliver certain assets, including, without limitation, the trademarks and service marks set forth on Schedule A hereto (collectively, the “**Marks**”) and the domain names set forth on Schedule B hereto (collectively, the “**Domain Names**”) and described below, to Assignee; and

WHEREAS, Assignee desires to acquire Assignor’s entire right, title and interest in and to the Marks and the Domain Names.

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth below and in the Purchase Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Assignment. Assignor hereby irrevocably and unconditionally grants, conveys, transfers, and assigns to Assignee (a) all of Assignor’s right, title and interest in and to the Marks together with the goodwill of the business symbolized by and associated with the Marks, including all common law rights and trademark registration for the Marks, same to be held by Assignee for Assignee’s own use and enjoyment, and for the use and enjoyment of Assignee’s successors, assigns and other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment had not been made; (b) all of Assignor’s right, title, and interest in and to the Domain Names; and (c) all rights to income, royalties, and license fees deriving from the Marks or Domain Names, all causes of actions, claims, and rights to damages or profits, arising by reason of past, present and future infringements of the Marks or Domain Names or injury to the goodwill associated with the Marks or Domain Names and the right to sue for and collect such damages, as permitted under the applicable laws for any jurisdiction or country in which such claims may be asserted, for the use and benefit of Assignee and its successors, assigns and other legal representatives.

2. Assistance. Assignor agrees to perform, without charge to Assignee (except as otherwise permitted herein), all acts deemed necessary or desirable by Assignee to permit and assist Assignee in perfecting and enforcing the full benefits, enjoyment, rights, title and interest throughout the world in the Marks and the Domain Names, and the intellectual property rights therein assigned to Assignee hereunder. Such acts may include execution of documents, including any and all powers of attorney, applications, assignments, declarations, affidavits, and any other papers in connection therewith reasonably necessary to perfect such benefits, enjoyment, rights, title and interest in Assignee, assistance and cooperation in the registration and enforcement of applicable intellectual property rights or other legal proceedings, including providing documents and materials in the possession or control of Assignor, testifying in any legal proceedings, signing lawful papers and making all lawful oaths at Assignee’s expense, and

generally doing everything that is reasonably necessary to aid Assignee in obtaining and enforcing proper protection for applicable intellectual property rights.

3. Power of Attorney. If Assignee is unable, for any reason, to obtain the assistance of Assignor as set forth in Section 2 above, Assignor hereby designates and appoints Assignee as Assignor's agent and attorney-in-fact, with full power of substitution in Assignor's name and stead, to act for and on behalf of Assignor to take any and all steps, including proceedings at law, in equity or otherwise, to execute, acknowledge, verify, file and deliver any and all instruments and assurances and to perform all other lawfully permitted acts necessary or expedient in order to vest or perfect the aforesaid rights and causes of action more effectively in Assignee or to protect the same or to enforce any claim or right of any kind with respect thereto with the same legal force and effect as if executed by Assignor. Assignor hereby declares that the foregoing power is coupled with an interest and as such is irrevocable.

4. General.

(a) Severability. If any term or provision of this Assignment or the application thereof to any circumstance shall, in any jurisdiction and to any extent, be invalid or unenforceable, such term or provision shall be ineffective as to such jurisdiction to the extent of such invalidity or unenforceability without invalidating or rendering unenforceable such term or provision in any other jurisdiction, the remaining terms and provisions of this Assignment or the application of such terms and provisions to circumstances other than those as to which it is held invalid or enforceable.

(b) Counterparts. This Assignment may be executed in one or more counterparts, including electronically transmitted counterparts, each of which shall be deemed an original, but all such counterparts together shall constitute but one and the same Assignment.

(c) Governing Law. This Assignment shall be governed by and construed in accordance with the internal laws of the State of Delaware, regardless of the laws that might otherwise govern under applicable principles of conflicts of laws.

(d) Waiver. Any term or provision of this Assignment may be waived in writing at any time by the party or parties entitled to the benefits thereof (and, in the case of Assignee, in writing by Solaray, LLC, on behalf of Assignee as its sole member). No failure to exercise and no delay in exercising any right, power or privilege shall operate as a waiver thereof, nor shall any single or partial exercise of any right, power or privilege preclude the exercise of any other right, power or privilege. No waiver of any breach of any covenant or agreement hereunder shall be deemed a waiver of any preceding or subsequent breach of the same or any other covenant or agreement.

(e) Amendment. No supplement, modification, amendment or waiver of this Assignment shall be binding unless executed in writing by Solaray, LLC, on behalf of Assignee as its sole member, on the one hand, and Assignor, on the other hand.

(f) Construction. The parties hereto agree that they have been represented by counsel during the negotiation, preparation and execution of this Assignment and, therefore, waive the application of any law, regulation, holding or rule of construction providing that ambiguities in an agreement or other document will be construed against the party drafting such agreement or document.

(g) Successors and Assigns. This Assignment shall inure to the benefit of and be binding upon the parties hereto and their respective successors and permitted assigns. This Assignment and the rights and obligations hereunder shall not be assignable by Assignor without the prior written consent of Assignee, and any such purported assignment without such consent shall be void. This Assignment and the rights and obligations hereunder shall be assignable by Assignee without the written consent of Assignor.

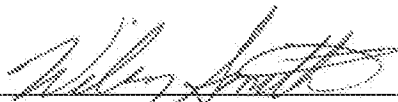
(h) Entire Agreement. This Assignment and the Purchase Agreement, including the schedules and exhibits attached hereto and thereto and other agreements and documents referred to herein and therein, contain the entire agreement and understanding of the parties hereto with respect to its subject matter and supersede all prior and contemporaneous agreements and understandings, oral and written, among the parties with respect to such subject matter. To the extent any provision of this Assignment conflicts with any provision of the Purchase Agreement, the Purchase Agreement will govern.

[Signature Pages Follow]

IN WITNESS WHEREOF, each of the parties hereto has caused this Trademark and Domain Name Assignment to be executed on its behalf by a representative duly authorized as of the date first above set forth.


"Assignee"

Pugs Holdings, LLC,
a Delaware limited liability company

By: 
Name: Wiley Smith
Title: Vice President

“Assignor”

PUGS, Inc.,
a Utah corporation

By: 
Name: DARRIN EISELE
Title: PRESIDENT + CEO

Schedule A

Marks

U.S. Trademark Registration No./Application Number	Mark
Serial No. 85978245	PUGS
Reg. No. 2249305	PUGS EYEGEAR LOGO
Serial No. 85520321	DOGSHEAD WITH SUNGLASSES LOGO
Reg. No. 3066578	SNAP
Reg. No. 4074772	SCREAMIN DEALZ
Reg. No. 3582111	ENERGY ZONE LOGO
Serial No. 86211383	COLOREYZE
Serial No. 85574339	HRO
Serial No. 85558272	RIPPERS
Serial No. 85503410	PUGS

Common Law Marks

- 1. Dogshead Logo w/o Sunglasses**
- 2. Pugs Gear (Word Mark)**
- 3. Rock River Traders**

Schedule B

Domain Names

www.dugspear.com

www.screamidealz.com