

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM342078

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Fun In The Saddle, Inc.		05/14/2015	CORPORATION: OREGON
RECEIVING PARTY DATA			
Name:	FITS Riding Ltd Co		
Street Address:	261 Arbor Terrace		
City:	Aiken		
State/Country:	SOUTH CAROLINA		
Postal Code:	29801		
Entity Type:	LIMITED LIABILITY COMPANY: SOUTH CAROLINA		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	4395591	FITS	
Registration Number:	3416989	FITS	
Registration Number:	4392031	FUN IN THE SADDLE	
Registration Number:	4429776	SHE WHO HAS THE MOST FUN, WINS!	
CORRESPONDENCE DATA			
Fax Number:	8888447007		
<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:	8883603487		
Email:	lida@FITSriding.com		
Correspondent Name:	FITS Riding Ltd Co		
Address Line 1:	261 Arbor Terrace		
Address Line 4:	Aiken, SOUTH CAROLINA 29801		
NAME OF SUBMITTER:	Alexandra Lida Bard		
SIGNATURE:	/Alexandra Lida Bard/		
DATE SIGNED:	05/21/2015		
Total Attachments: 4			
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OP \$115.00 4395591

ASSIGNMENT OF INTELLECTUAL PROPERTY

This Assignment of Intellectual Property ("Assignment") is made as of May 14, 2015, (the "Effective Date") by and between **Fun In The Saddle, Inc.**, a corporation organized under the laws of the State of Oregon ("Assignor"), and **FITS Riding, Ltd., Co**, a limited liability company organized under the laws of the State of South Carolina ("Assignee").

WHEREAS, Assignor, is the owner of certain intellectual property listed on Schedule A, attached hereto and made a part hereof (the "IP"); and

WHEREAS, Assignor and Assignee have entered into an Asset Purchase Agreement dated April 21, 2015 pursuant to which Assignor has agreed to transfer and sell to Assignee certain assets, including the IP, on the terms and conditions contained therein.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged:

1. Assignor does hereby sell, grant, convey, assign, and set over unto Assignee, free of any liens, claims and encumbrances its entire right, title and interest in and to the IP, and to all of the rights and obligations relating thereto, together with the goodwill symbolized by, and associated with, the business in connection with which the IP are used and further including (i) all income, royalties, and damages due and/or payable with respect thereto for the period from and after the Effective Date (including without limitation, any payments for future infringements and misappropriations thereof), whether known or unknown, (ii) all rights to sue for future infringements or misappropriations thereof, and (iii) all rights corresponding to any of the above throughout the world. Assignor warrants title to the IP unto Assignee.

2. Assignor hereby authorizes and requests the Commissioner of the United States Patent and Trademark Office, and any official of any applicable US State and any official of any applicable country or countries foreign to the United States, whose duty is to issue trademark registrations, patents or other evidence or forms of intellectual property or industrial property protection, to record Assignee as assignee and owner of the IP.

3. Assignor hereby agrees to execute, upon the reasonable request of Assignee, such additional instruments, documents and papers as are necessary to continue, secure, defend, register and otherwise give full effect to and to perfect the rights of Assignee under this Assignment in and to the IP, including all documents necessary to register in the name of Assignee the assignment of the IP with the United States Patent and Trademark Office, and with respect to any equivalent state or foreign rights, with any other appropriate trademark office or registrar.

4. Assignor hereby further agrees that Assignor will, upon the reasonable request of Assignee and at the sole expense of Assignee, testify in any legal proceeding, sign all lawful papers, make all

rightful oaths, and generally do such things as are reasonably necessary to aid Assignee, its successors, legal representatives and assigns, to obtain and enforce proper protection for the IP.

5. This Assignment and the legal relations between the parties hereto shall be governed by, and construed in accordance with, the laws of the State of South Carolina, without regard to the conflict of laws rules thereof.

6. This Assignment may be executed in several counterparts, each of which shall be deemed to be an original, and all of which together shall be deemed to be one and the same instrument. Signed counterparts of this Assignment may be delivered by facsimile and by scanned pdf image, each of which shall have the same force and effect as an original signed counterpart; provided, that, after a request by either party hereto for such original signed counterpart, each party hereto uses commercially reasonable efforts to deliver to each other party hereto original signed counterparts as soon as possible thereafter.

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be executed by their duly authorized officers on the date first above written.

ASSIGNOR:

Fun In The Saddle, Inc.
an Oregon corporation

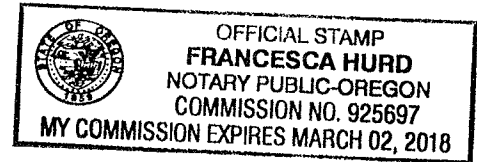
By: [Signature]
Name: Sheryl S. Rudolph
Title: President

STATE OF OREGON)
)ss:
COUNTY OF Clackamas)

On this 14th day of May, 2015, before me the undersigned, a Notary Public for the State of Oregon, personally appeared Sheryl S. Rudolph personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

Witness my hand and official seal.

Francesca Hurd
Signature of Notary
My Commission Expires 3/2/18



ASSIGNEE:

FITS Riding, Ltd. Co.
a South Carolina limited liability company

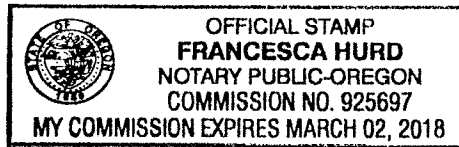
Alex Bard
Name: Alexandra Bard
Title: Manager/member

STATE OF Oregon)
)ss:
COUNTY OF Clackamas)

On this 14th day of May, 2015, before me the undersigned, a Notary Public for the State of Oregon, personally appeared Alexandra Bard, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

Witness my hand and official seal.

Francesca Hurd
Signature of Notary
my Commission expires 3/2/18



Schedule A
Intellectual Property

I. United States – Patent Registrations and Patent Applications

United States Patent No. US 7,533,423; Date of Patent: May 19, 2009

United States Patent No. US 8,146,176; Date of Patent: April 3, 2012

II. United States – Trademark Registrations and Trademark Applications

<u>Mark</u>	<u>Registration/ Application No.</u>	<u>Registration/Filing Date</u>	<u>Jurisdiction</u>
FITS (WORD MARK)	4395591	September 3, 2013	U.S.A.
FITS (DRESS MARK)	3416989	April 29, 2008	U.S.A.
FUN IN THE SADDLE	4392031	August 27, 2013	U.S.A.
SHE WHO HAS THE MOST FUN, WINS!	4429776	November 5, 2013	U.S.A.

III. International – Patent Applications

European Patent Application No. 06750076.9; Communication of intention to grant the patent: April 7, 2015