

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM341911

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Doggyloot, Inc.		12/15/2014	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	CharityUSA.com, LLC		
Street Address:	600 University Street		
Internal Address:	Suite 1000		
City:	Seattle		
State/Country:	WASHINGTON		
Postal Code:	98101		
Entity Type:	LIMITED LIABILITY COMPANY: MINNESOTA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4275398	DOGGYLOOT	
CORRESPONDENCE DATA			
Fax Number:	2603402563		
<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:	206 624 1230		
Email:	grant@lasher.com		
Correspondent Name:	Taro Kusunose		
Address Line 1:	601 Union Street		
Address Line 2:	Suite 2600		
Address Line 4:	Seattle, WASHINGTON 98101-4000		
ATTORNEY DOCKET NUMBER:	15181		
NAME OF SUBMITTER:	Taro Kusunose		
SIGNATURE:	/TK/		
DATE SIGNED:	05/20/2015		
Total Attachments: 4			
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OP \$40.00 4275398

LIMITED ASSET PURCHASE AGREEMENT

This LIMITED ASSET PURCHASE AGREEMENT (hereinafter the "*AP Agreement*") is entered into as of December 15, 2014 (the "*AP Agreement Date*") by and between CharityUSA.com LLC, a Minnesota limited liability company ("*Purchaser*") and Doggyfoot, Inc., a Delaware corporation ("*Seller*"). Capitalized terms that are used but not otherwise defined in this Agreement shall have the respective meanings ascribed to them in Section 9.1 of this Agreement.

RECITALS

- A. Seller is the owner of Internet properties, customer lists, proprietary technologies, licensing agreements, inventory, and various other assets and rights associated with an ongoing business enterprise operating the web domain Doggyfoot.com. Key Assets of Seller amenable to this contemplated transaction are included in an Asset List attached hereto as Exhibit A. Assets of Seller that will not be transferred in this transaction ("*Excluded Assets*") are listed on Exhibit B hereto.
- B. Purchaser wishes to acquire from Seller certain assets of Seller, as reflected in an existing LOI agreement and an existing Memorandum agreement already signed by the parties in December 2014.
- C. Purchaser and Seller desire to make certain representations, warranties, covenants and other agreements in connection with the transactions contemplated herein, and finalize the details of the steps needed to effectuate the transaction that is agreed upon in the LOI and Memorandum. Purchaser and Seller both contemplate and expect that Purchaser will be able to take over Seller's Doggyfoot.com business operations starting January 1, 2015 without significant interruption to said operations, and will make best efforts to accomplish that goal.

NOW THEREFORE, in consideration of the above recitals and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto, intending to be legally bound, do hereby agree as follows:

1. SALE AND PURCHASE OF ASSETS

1.1 Agreement to Sell and Purchase Assets.

- 1.1.1 *Purchased Assets.* On the Closing Date, Seller shall sell, assign, transfer, convey and deliver to Purchaser (or cause to be sold, assigned, transferred, conveyed and delivered to Purchaser) and Purchaser shall purchase and acquire from Seller, all of Seller's right, title and interest in all of Seller's Assets save for the *Excluded Assets* listed on Exhibit B. All assets as described above minus the listed *Excluded Assets* shall equal the *Purchased Assets*. The *Purchased Assets* shall

be conveyed free and clear of any and all Encumbrances whatsoever, including but not limited to the following:

- 1.1.1.1 All of the Intellectual Property Rights in and to: (i) all websites and web businesses, including Doggyfoot.com and any additional domains owned within or referring to the pet industry; (ii) any customer lists or other developed loyalty follower listings, including records pertaining to Facebook or other social media services; (iii) the sales records, historical documents, and records related to Seller's web businesses, including any copyrights, copyright registrations and copyright applications owned by Seller, or held for use or used in connection with any of the domains, or any other *Purchased Asset* of Seller (collectively, the "*Purchased Copyrights*"); and (iv) all of the trademarks, service marks, trademark registrations, service mark registrations, trademark applications and service mark applications of Seller (collectively, the "*Purchased Marks*");
- 1.1.1.2 Seller is unaware of any limitations in its material agreements with third parties, such as vendors, licensors and publishers, which would limit or impair Seller's ability to assign such agreements. If such limitations come to light, the parties agree to negotiate an equitable reduction in the payments called for by Section 1.3, commensurate with the diminished value of that particular relationship asset.
- 1.1.1.3 Subject to the same terms as in Section 1.1.1.2, Seller will use its best efforts to assist Purchaser in transferring ownership of existing accounts:contracts:relationships to Purchaser, specifically including URL information, email lists, account data, Facebook pages, bank card information from subscribers, merchant processing accounts, and any other accounts:relationships used to accomplish collection of credit card payments from customers on or prior to December 29, 2014. Seller will further use its best efforts to assist Purchaser in using, testing, and verifying the operational utility of these specific assets prior to Closing. The Purchaser does not own or control the assets until Closing.
- 1.1.1.4 All goodwill associated with the Purchased Assets.
- 1.1.2 Electronic Deliveries. For all intangible Purchased Assets, Seller and Purchaser shall cooperate to electronically transfer or transfer in another manner reasonably calculated and legally permitted to minimize or avoid the incurrence of transfer and sales Taxes all of such Purchased Assets to Purchaser promptly following the Closing Date.
- 1.1.3 Excluded Assets. Seller shall retain all rights with respect to the Excluded Assets.


IN WITNESS WHEREOF, the parties hereto have entered into this Agreement effective as of the Agreement Date.


Purchaser:

Seller:

CHARITY USA, COM, LLC

Doggy Food, Inc.


By: *Gregor A. Postenberg*
Name: *Gregor A. Postenberg*


By: *Gregor A. Postenberg*
Name: *Gregor A. Postenberg*

Its: *President*

Exhibit A

Key Assets

- All Doggyloot URLs including: doggiefoot.com, doggiewood.com, doggiewood.com, doggyloot.com, doggylootadmin.com, doggywoofs.com, kittyloot.com, petsimply.com, puppyloot.com
- All member and customer account information
- All proprietary technology systems
- Licensing agreements
- Social media accounts including: Facebook, Twitter, Instagram and Pinterest
- Business names
- Doggyloot trademark
- Applied trademark for "Your Dog's Best Friend"
- Inventory, packing materials and warehouse equipment and supplies
- Doggyloot office computers and printers including licensed software.
Copies of business records

Vendor lists