

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM359338

SUBMISSION TYPE:	RESUBMISSION
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL
RESUBMIT DOCUMENT ID:	900341219

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Alpha Dog Marketing, Inc.		09/30/2015	CORPORATION: NEVADA

RECEIVING PARTY DATA

Name:	RobbinsKersten Direct, LLC
Doing Business As:	DBA RobbinsKersten Direct
Street Address:	201 Summer Street
City:	Holliston
State/Country:	MASSACHUSETTS
Postal Code:	01746
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Serial Number:	77953311	ALPHA DOG MARKETING

CORRESPONDENCE DATA

Fax Number: 5184877777

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.

Phone: (518) 487-7661

Email: jchisolm@woh.com

Correspondent Name: Jordan Chisolm

Address Line 1: 99 Washington Avenue

Address Line 2: Whiteman, Osterman, & Hanna LLP Ste 1900

Address Line 4: Albany, NEW YORK 12260

NAME OF SUBMITTER:	Jordan Chisolm
SIGNATURE:	/jordan chisolm/
DATE SIGNED:	10/20/2015

Total Attachments: 5

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TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (this "*Trademark Assignment*") is made as of September 30, 2015 by Alpha Dog Marketing, Inc., a Nevada corporation ("Assignor"). All capitalized terms used in this Trademark Assignment and not defined herein shall have the respective meanings ascribed to them in the Purchase Agreement (as defined below).

WHEREAS, Assignor owns the trademarks and service marks listed on Schedule A attached hereto (the "*Marks*") that are registered or are the subject of a pending application in the United States Patent and Trademark Office;

WHEREAS, pursuant to the Asset Purchase Agreement, dated as of the date hereof (the "*Purchase Agreement*"), by and among Assignor, Michael Monk and RobbinsKersten Direct, LLC, a Delaware limited liability company ("*Assignee*"), Assignor has agreed to transfer certain intellectual property rights, including, without limitation, the Marks, to Assignee; and

WHEREAS, Assignee desires to acquire all rights, title and interests in, to and under the Marks and the goodwill associated therewith.

NOW, THEREFORE, in consideration of the mutual promises set forth in the Purchase Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by Assignor:

1. Upon the terms and subject to the conditions of the Purchase Agreement, Assignor hereby conveys, assigns, transfers and delivers absolutely to Assignee, its successors and assigns, all rights, title and interests throughout the world in and to the Marks and the registrations and applications for registration, together with the goodwill of the business connected with and symbolized by the Marks and all rights and powers arising or accrued therefrom including, without limitation, the right to sue and recover damages and other remedies for future and past infringements of the Marks and to fully and entirely stand in the place of Assignor in all matters related thereto.

2. Assignor agrees to take such further commercially reasonable action and to execute such additional documents as may be reasonably necessary to perfect or confirm Assignee's title in and to the Marks; provided, however, that any third-party transfer costs incurred in such execution shall be paid by Assignee.

3. Assignor hereby requests the Commissioner of Patents and Trademarks (the "*Commissioner*") to record this Trademark Assignment to Assignee and to issue any Certificates of Registration in the name of Assignee. Assignor hereby covenants that the Commissioner has full right to convey the entire interest herein assigned, and that Assignor has not executed, and will not execute, any agreements inconsistent herewith.

4. Assignor, by its execution of this Trademark Assignment, and Assignee, by its acceptance of this Trademark Assignment, each hereby acknowledge and agree that neither the representations and warranties nor the rights, remedies or obligations of any party under the Purchase Agreement shall be deemed to be enlarged, modified or altered in any way by this instrument, and this Trademark Assignment shall not create any additional obligation or liability

for Assignor or Assignee beyond those already specified in or contemplated by the Purchase Agreement and is intended only to assist with consummation of the transactions contemplated by the Purchase Agreement.

5. This Trademark Assignment is made subject to, and with the benefit of, the respective representations, warranties, covenants, terms, conditions, limitations and other provisions of the Purchase Agreement and in the event of any conflict or other inconsistency between this Trademark Assignment and the Purchase Agreement, the Purchase Agreement shall govern and be the controlling document.

6. This Trademark Assignment shall be governed by and construed in accordance with the laws of the State of Delaware without reference to its choice of law rules.

7. The parties hereto, by mutual agreement in writing, may amend, modify and supplement this Trademark Assignment.

8. The failure of any party hereto to enforce at any time any provision of this Trademark Assignment shall not be construed to be a waiver of such provision, nor in any way to affect the validity of this Trademark Assignment or any part hereof or the right of any party thereafter to enforce each and every such provision.

9. This Trademark Assignment may be executed in one or more counterparts, each of which shall be considered an original instrument, but all of which shall be considered one and the same agreement.

[Signature Page Follows]

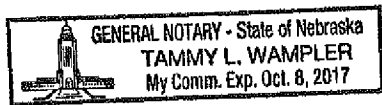
IN WITNESS WHEREOF, the undersigned has caused this Trademark Assignment to be executed as of the day and year first written above.

ALPHA DOG MARKETING, INC.

By: MR Monk
Name: Michael Monk
Title: President

State of Nebraska)
County of Lancaster)

Then personally appeared the above named Assignor and acknowledged the foregoing act to be his free act and deed, before me, this 30th of Sept., 2015.



Tammy L. Wampler
Notary Public for Nebraska
My commission expires: 10/8/2017

Acknowledged and accepted:

ROBBINSKERSTEN DIRECT, LLC

By: _____
Name: Timothy Kersten
Title: Chief Executive Officer

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[Signature Page to the Trademark Assignment Agreement]

IN WITNESS WHEREOF, the undersigned has caused this Trademark Assignment to be executed as of the day and year first written above.

ALPHA DOG MARKETING, INC.

By: _____
Name: Michael Monk
Title: President

State of _____)
County of _____)


Then personally appeared the above named Assignor and acknowledged the foregoing act to be his free act and deed, before me, this ___ of _____, 2015.

Notary Public _____

My commission expires: _____

Acknowledged and accepted:

ROBBINSKERSTEN DIRECT, LLC

By: 
Name: Timothy Kersten
Title: Chief Executive Officer

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[Signature Page to the Trademark Assignment Agreement]

SCHEDULE A
TO
TRADEMARK/SERVICEMARK ASSIGNMENT

Trademark/Service mark	Registration No.	Serial No.	Date of Registration
Alpha Dog Marketing	3,860,596	77953311	10/12/10