

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM363287

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Gizzio, Inc.		11/06/2015	CORPORATION: PENNSYLVANIA
RECEIVING PARTY DATA			
Name:	Jill Gizzio		
Street Address:	630 Wharton Boulevard		
City:	Exton		
State/Country:	PENNSYLVANIA		
Postal Code:	19341		
Entity Type:	INDIVIDUAL: UNITED STATES		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	3089439	SHOP BY BREED	
Registration Number:	2607640	TOYS BY BREED	
Registration Number:	2280914	DOGTOYS.COM	
CORRESPONDENCE DATA			
Fax Number:	8773692792		
<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:	610-566-3040		
Email:	pwenger@legalpatent.com		
Correspondent Name:	Patricia A. Wenger		
Address Line 1:	P.O. Box 659		
Address Line 4:	West Chester, PENNSYLVANIA 19381		
NAME OF SUBMITTER:	Patricia A. Wenger		
SIGNATURE:	/Patricia A. Wenger/		
DATE SIGNED:	11/21/2015		
Total Attachments: 3			
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OP \$90.00 3089439

ASSIGNMENT AGREEMENT

This Trademark Purchase and Assignment Agreement (the "Agreement") is made as of November 6, 2015 (the "Effective Date"), between Gizzio, Inc., a Pennsylvania Corporation having a place of business located at 254 Welsh Pool Road, Exton, PA 19341 (the "Assignor"), and Jill Gizzio, an individual residing at 630 Wharton Boulevard, Exton, Pennsylvania 19341 (the "Assignee").

WHEREAS, Assignor is the owner of the common law trademark rights for the following service marks and trademarks (jointly referred to herein as "Trademarks") in the United States and internationally, and whereas Assignor is the registered owner of the following service marks and trademarks (jointly referred to herein as "Trademarks") that are registered in the United States Patent and Trademark Office:

SHOP BY BREED, Registration No. 3089439

TOYS BY BREED, Registration No. 2607640

DOGTOYS.COM, Registration No. 2280914;

WHEREAS, Assignee wishes to acquire the all of Assignor's right, title and interest in the Trademarks listed in this agreement and whereas Assignor wishes to assign all of Assignor's right, title and interest to the Trademarks listed in this Agreement;

NOW, Assignee and Assignor agree as follows:

- 1) **Consideration:** As consideration for the assignment as set forth herein, Assignee agrees to pay Assignor \$ 100.00, payable by 11/17/15, and other good and valuable consideration.
- 2) **Assignment:** In exchange for the consideration, Assignor hereby conveys, transfers, and assigns to Assignee all of the Assignor's right, title, and interest of whatever kind in the Trademarks, together with:
 - A) the goodwill of the business relating to the products and services on which the Trademarks are used and for which they are registered,
 - B) all income, royalties, and damages hereafter due or payable to Assignor with respect to the Trademarks, including without limitation, damages, and payments for past or future infringements and misappropriations of the Trademarks, and
 - C) all rights to sue for past, present and future infringement or misappropriations of the Trademarks.

3) Agreement to Perform Necessary Acts: The Assignor further covenants that it will take all actions that may be necessary for securing, completing, or vesting in the Assignee full right, title, and interest in the Trademarks and their related property.

4) Representations and Warranties:

A) Assignor is the exclusive owner of all right, title and interest in the Trademarks;

B) Assignor has the authority to enter into this Agreement;

C) Assignor has not sold or otherwise transferred the Trademarks to any third party or parties.

5) Severability: If any term, provision, covenant or condition of this Agreement, or the application thereof to any person, place or circumstance, shall be held by a court of competent jurisdiction to be invalid, unenforceable or void, the remainder of this Agreement and such term, provision, covenant or condition shall remain in full force and effect, except as mandated by the ruling.

In witness whereof, the Assignor and Assignee have duly executed and delivered this Assignment, as of the day and year first above written.

Assignor:

date: 11/6/15

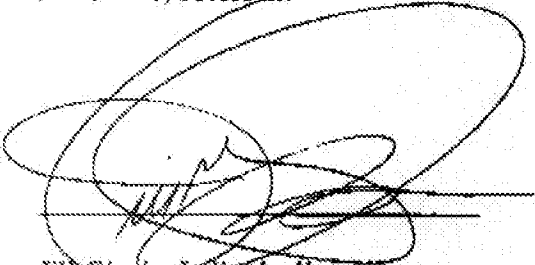
Gizzio, Inc.

By: 

Jill Gizzio, President

Assignee:

date: 11/6/15


Jill Gizzio, Individually

NOTARIZATION

Commonwealth of Pennsylvania

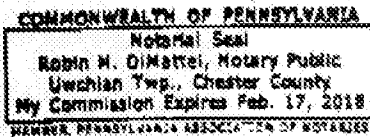
County of Chester

On the 6th day of NOVEMBER, 2015, before me, Robin M. DiMattei, Notary Public, personally appeared, Jill Gizzio, President of Gizzio, Inc., having 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 she executed the same in her authorized capacity and that by her signature on the instrument the entity upon behalf of which the person acted, executed the instrument.

Witness my hand and official seal.

Robin M. DiMattei

Signature of Notary Public



NOTARIZATION

Commonwealth of Pennsylvania

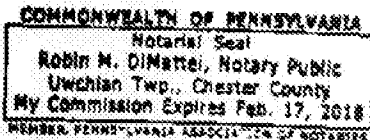
County of Chester

On the 6th day of NOVEMBER, 2015, before me, Robin M. DiMattei, Notary Public, personally appeared, Jill Gizzio, individually, having 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 she executed the same in her authorized capacity and that by her signature on the instrument the person executed the instrument.

Witness my hand and official seal.

Robin M. DiMattei

Signature of Notary Public



TRADEMARK