

03/22/2016

Form PTO-1594 (Rev. 12-11)  
OMB Collection 0651-0027 (exp. 04/16)



U.S. DEPARTMENT OF COMMERCE  
United States Patent and Trademark Office

103674735

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):

London Calling, Ltd.

- Individual(s)
- Partnership
- Corporation- State: Michigan
- Other \_\_\_\_\_
- Association
- Limited Partnership

Citizenship (see guidelines) \_\_\_\_\_

Additional names of conveying parties attached?  Yes  No

3. Nature of conveyance/Execution Date(s) :

Execution Date(s) May 1, 2015

- Assignment
- Security Agreement
- Other \_\_\_\_\_
- Merger
- Change of Name

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached?  Yes  No

Name: HAIRBALL PRODUCTIONS, L.L.C.

Street Address: 112035 Warner Circle

City: Chaska

State: Minnesota

Country: United States Zip: 55318

- Individual(s) Citizenship \_\_\_\_\_
- Association Citizenship \_\_\_\_\_
- Partnership Citizenship \_\_\_\_\_
- Limited Partnership Citizenship \_\_\_\_\_
- Corporation Citizenship \_\_\_\_\_
- Other LLC Citizenship Minnesota

If assignee is not domiciled in the United States, a domestic representative designation is attached:  Yes  No  
(Designations must be a separate document from assignment)

4. Application number(s) or registration number(s) and Identification or description of the Trademark.

A. Trademark Application No.(s) \_\_\_\_\_ Text \_\_\_\_\_

B. Trademark Registration No.(s)

3,082,447 and 3,559,772

Additional sheet(s) attached?  Yes  No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

HAIRBALL and HAIRBALL

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: John Del Vecchio, Attorney at law

Internal Address: \_\_\_\_\_

Street Address: 481 South Wabasha Street

City: St. Paul

State: MN Zip: 55107

Phone Number: 651-221-0817

Docket Number: \_\_\_\_\_

Email Address: law@armlta.net

6. Total number of applications and registrations involved:

2

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$65.00

- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

Deposit Account Number \_\_\_\_\_

Authorized User Name 03/22/2016 KNGUYEN1 00000017 3082447

9. Signature:

Signature

John Del Vecchio, PA Attorney for Assignee

Name of Person Signing

01 FC:8521  
02 FC:8522 1/4/16  
Date

40.00 OP  
25.00 OP

Total number of pages including cover sheet, attachments, and document: 03

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:  
Mail Stop Assignment Recordation Branch, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

TRADEMARK  
REEL: 005755 FRAME: 0639

Record As Is: 1/4/16

## TRADEMARK ASSIGNMENT

This Assignment Agreement is entered into May 4, 2015 by and between LONDON CALLING LTD., a Michigan corporation ("Assignor") and HAIRBALL PRODUCTIONS, L.L.C., a Minnesota limited liability company ("Assignee").

WHEREAS, Assignor owns the following U.S. Registered Trademarks (the "Marks"):

1. "HAIRBALL" U.S. Registration No. 3,082,447 registered April 18, 2006 in International Class 042 for use with entertainment in the nature of combination fashion, hair and performance art shows.
2. "HAIRBALL" U.S. Registration No. 3,559,772 registered January 13, 2009 in International Class 025 for short-sleeved or long-sleeved t-shirts.

WHEREAS, Assignor and Assignee have entered into a certain Trademark Sale Agreement dated April 30, 2015 (the "Sale Agreement") whereby Assignee is purchasing all of Assignor's rights in and to the Marks together with the good will of that portion of the business that they represent.

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein and other good and valuable consideration (including the execution and delivery of the Sale Agreement and Assignee's payment to Assignor there under), the receipt and sufficiency of which are hereby acknowledged, the parties hereto covenant and agree as follows:

1. Assignor hereby assigns, transfers and conveys to Assignee all right, title and interest in the Marks in the United States, the same to be held and enjoyed by Assignee, its successors and assigns or their legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment had not been made.
2. Assignee agrees to and does hereby accept the assignment as set forth above.
3. Upon execution of this Agreement, Assignor will take all steps reasonably required to assist Assignee in recording this Assignment in the U.S. Patent and Trademark Office. Assignor further agrees that it will cooperate with Assignee in executing all other documents that Assignee considers necessary to further the purposes of this Agreement.
4. This assignment is made pursuant to the terms of the Sale Agreement and does not create any additional obligations, covenants, representations and warranties or alter or amend any of the obligations, covenants, representations and warranties contained in the Sale Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the day and year first above written.

LONDON CALLING LTD.

HAIRBALL PRODUCTIONS, L.L.C.

By: [Signature]  
Norman Wagner, President  
27380 Gratiot  
Roseville, MI 48066

By: [Signature]  
Mike Findling, CEO/Managing Member  
112035 Warner Circle  
Chaska, MN 55318

STATE OF MICHIGAN    )  
                                  )SS.  
COUNTY OF MACOMB    )

The foregoing instrument was acknowledged before me this 1 day of May, 2015 by Norman Wagner, President of London Calling, LTD, a Michigan corporation, on behalf of said corporation.

[Signature]  
Notary Public  
Macomb County, Michigan  
My Commission Expires: 2-28-2019

**LINSEY MELDRUM**  
NOTARY PUBLIC - STATE OF MICHIGAN  
COUNTY OF MACOMB  
My Commission Expires Feb. 28, 2019  
Acting in the County of Macomb