

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM381595

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
OUTDOOZIE, LLC		03/25/2016	Limited Liability Company: COLORADO
CLASSIC BRANDS, LLC		03/25/2016	Limited Liability Company: COLORADO
RECEIVING PARTY DATA			
Name:	LEE'S POTTERY INC.		
Doing Business As:	TRENDSPOOT		
Street Address:	1595 E. SAN BERNARDINO AVE.		
City:	SAN BERNARDINO		
State/Country:	CALIFORNIA		
Postal Code:	92408		
Entity Type:	Corporation: CALIFORNIA		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	4481958	FIRE ACCENT	
Registration Number:	4886220	HURRIFLAME	
Serial Number:	86203912	LUMIDANCER	
Registration Number:	4564271	FIRE ACCENT	
CORRESPONDENCE DATA			
Fax Number:	7346231625		
<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:	734-623-1906		
Email:	cmitchell@dickinsonwright.com		
Correspondent Name:	CHRISTOPHER A. MITCHELL		
Address Line 1:	350 S. MAIN ST.		
Address Line 2:	SUITE 300		
Address Line 4:	ANN ARBOR, MICHIGAN 48104		
ATTORNEY DOCKET NUMBER:	69499-(2,3,4,5)		
NAME OF SUBMITTER:	CHRISTOPHER A. MITCHELL		

OP \$115.00 4481958

SIGNATURE:	/CHRISTOPHER A. MITCHELL/
DATE SIGNED:	04/22/2016
Total Attachments: 5 source=OUTDOOZIE__Assignment#page1.tif source=OUTDOOZIE__Assignment#page2.tif source=OUTDOOZIE__Assignment#page3.tif source=OUTDOOZIE__Assignment#page4.tif source=OUTDOOZIE__Assignment#page5.tif	

ASSIGNMENT AND ASSUMPTION AGREEMENT

THIS ASSIGNMENT AND ASSUMPTION AGREEMENT (this "Assignment") is made and entered into as of March 25, 2016 (the "Effective Date") by and between OUTDOOZIE, LLC, a Colorado limited liability company ("OutDoozie"), and CLASSIC BRANDS, LLC, a Colorado limited liability company ("CB," which together with OutDoozie is jointly and severally "Assignor"), in favor of LEE'S POTTERY INC., a California corporation, doing business as Trendspot ("Assignee").

RECITALS

A. Concurrently herewith, Assignor and Assignee are entering into that certain Asset Purchase Agreement ("Purchase Agreement") related to certain assets of Assignor.

B. Under such Purchase Agreement, Assignor agrees sell, convey, assign, transfer and deliver to Assignee all of the assets listed on Exhibit A attached hereto (collectively, the "Assets").

C. Capitalized terms used but not defined herein shall have the meanings for such terms that are set forth in the Purchase Agreement.

ASSIGNMENT

NOW, THEREFORE, in consideration of the recitals set forth above, which are incorporated herein by reference, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Assignment. Assignor hereby assigns, transfers and conveys to Assignee all of Assignor's right, title and interest in and to the Assets, free and clear of all mortgages, pledges, security interests, liens, claims, charges, options, conditional sales agreements, encumbrances or restrictions of any kind and nature. To the extent that Assignor has any indebtedness that is secured by liens on any of the Assets, Assignor will either provide actual releases of such liens and encumbrances at Closing or provide a letter from the lender of such indebtedness that the liens or encumbrance will be released promptly after Closing (a "Release Letter"). If a Release Letter is provided, Assignor shall cause such lender to effectuate such release as soon as practical after the Closing, but in no event later than 90 days after Closing, and Assignor shall discharge and indemnify Assignee from and against any liens or encumbrances not so released within such 90-day period. Nothing contained herein is intended in any way to limit or affect Assignor's obligation to sell, convey and transfer the Assets free and clear of all mortgages, pledges, security interests, liens, claims, charges, options, conditional sales agreements, encumbrances or restrictions of any kind and nature.

2. Assumption. Assignee hereby assumes all the Assets and agrees to perform all obligations of Assignor relating to the Assets arising from and after the Effective Date; provided, Assignor shall perform and remain liable with respect to all obligations arising prior to the Effective Date.

3. Terms of the Purchase Agreement. The terms of the Purchase Agreement, including but not limited to Assignor's and Assignee's representations, warranties, covenants, agreements and indemnities relating to the Assets, are incorporated herein by this reference. Assignor and Assignee acknowledge and agree that the representations, warranties, covenants, agreements and indemnities contained in the Purchase Agreement shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. In the event of any conflict or inconsistency between the terms of the Purchase Agreement and the terms hereof, the terms of the Purchase Agreement shall govern.

4. Successors and Assigns. This Assignment will be binding upon and inure to the benefit of the parties and their respective successors and assigns.

5. Governing Law. This Assignment will be governed by the laws of the State of Colorado.

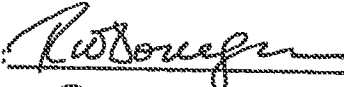
6. Counterparts; Electronic Signature. This Assignment may be executed in counterparts, each of which will constitute an original, but all of which, when taken together, will constitute one agreement. Executed copies hereof may be delivered by facsimile, email or similar electronic means and upon receipt will be deemed originals and binding upon the parties hereto, regardless of whether originals are delivered thereafter.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties have caused this Assignment to be executed as of the date first written above.

ASSIGNOR:


OUTDOOZIE, LLC,
a Colorado limited liability company

By: 

Name: RW DONEGAN

Title: CEO

CLASSIC BRANDS, LLC,
a Colorado limited liability company

By: 

Name: R.W. DONEGAN

Title: CEO

ASSIGNEE:

LEE'S POTTERY INC.,
a California corporation

By: 

Name: DAVID LEE

Title: President

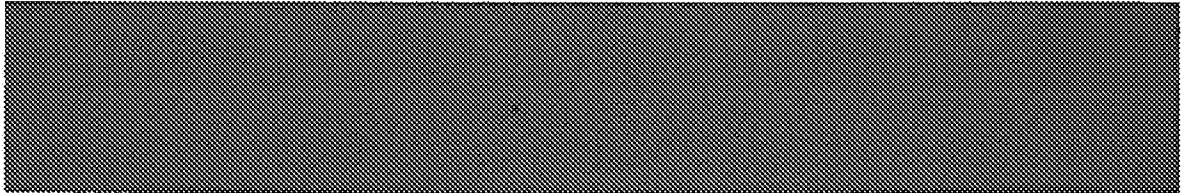
EXHIBIT A

ASSETS

Data

OutDoozie's books and records, accounting records, customer lists and information, vendor lists, manufacturer and supplier lists, marketing strategies and plans, invoices, billing records, files, logs, ledgers, computer data and all other data and information relating to the Business (collectively, the "Data"), in the form such Data is maintained by Assignor whether electronic or otherwise.

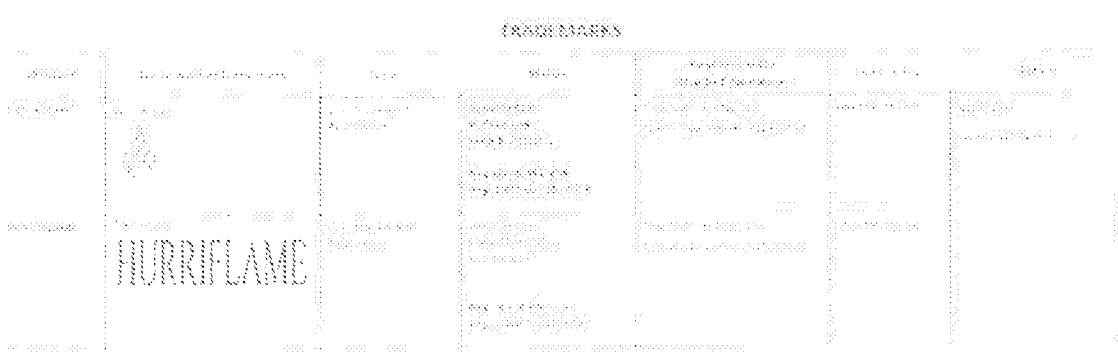
Contracts




Intangible Property

All of Assignor's rights, title and interest in and to all slogans, trade names, trademarks, service marks, patents, copyrights, engineering and design drawings, trade secrets, proprietary rights, and all other intangible and intellectual property rights and interests and all filed applications therefor, used by or intended to be used by Assignor in manufacturing, designing, marketing or selling the Existing Products, whether registered or unregistered, including without limitation those listed below:

- The name "OutDoozie"
- Existing Product names



LUMIDANCER	Trademark	U.S. Trademark Application	ALLOWED Filed: 1/25/2014 88/202,512 8/8/2015: Notice of Approval of registration of USPTO to file statement of the applicant	First class: N/A	068164-670247	03/02/2016 Statement of Use Due
THE AGENT	Trademark	U.S. Trademark Application	FILED FOR PUBLICATION Filed: 5/01/2014 88/216,284 Reg. No. 4,844,275 Reg. Date 7/8/2014	First class: 1/1/2014 Use in Commerce: 1/1/2013	068164-664017	03/02/2016 Statement of Use Due
OUTDOOZIE PATENTS						
Product Name	Protectable Feature	Protection Mechanism Type	Appl# or Reg. No. Status	Full Disclosure	Grant No.	Action
Mini Stackable Planner		Design Patent STACKABLE PLANNER	75092511 10/1/2013 Filed: 1/6/13 Issued: 10/18/14 Design Patent No. D716,178 Issued: 10/18/2014		068154-051546 US Category B	10/28/2016: Amended Reason Unavailable 10/15/2016: Design Patent Granted Patent Issuing "US Patent D716,178"

Extension Request in connection with the LUMIDANCER Trademark Application filed March 1st.

Websites

- * www.outdoozie.com
- * www.Outdoozie.net
- * www.Outdoozie.org