

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM400205

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Zoe Lancaster		09/08/2016	INDIVIDUAL: UNITED STATES
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Richard Shiu		
<b>Street Address:</b>	1874 32nd Avenue		
<b>City:</b>	San Francisco		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	94122		
<b>Entity Type:</b>	INDIVIDUAL: UNITED STATES		
<b>Name:</b>	George L Freeman		
<b>Street Address:</b>	1874 32nd Avenue		
<b>City:</b>	San Francisco		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	94122		
<b>Entity Type:</b>	INDIVIDUAL: UNITED STATES		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	3209102	BARKOLOGY	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<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>			
<b>Phone:</b>	4153602516		
<b>Email:</b>	aaron@martonribera.com		
<b>Correspondent Name:</b>	Aaron R. Marienthal		
<b>Address Line 1:</b>	300 Valley Street STE 301		
<b>Address Line 4:</b>	Sausalito, CALIFORNIA 94965		
<b>NAME OF SUBMITTER:</b>	Aaron Marienthal		
<b>SIGNATURE:</b>	/Aaron Marienthal/		
<b>DATE SIGNED:</b>	09/29/2016		

OP \$40.00 3209102

**Total Attachments: 4**

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## TRADEMARK PURCHASE AGREEMENT AND ASSIGNMENT

THIS TRADEMARK PURCHASE AGREEMENT AND ASSIGNMENT (this "Agreement"), is made as of September 8, 2016 (the "Effective Date") by and between Zoe Lancaster, an individual, having a place of business at 914 N. Highland Avenue, NE, Atlanta, Georgia 30306 ("Assignor"), and Richard Shiu and George L. Freeman, individuals, having a place of business at 1874 32<sup>nd</sup> Avenue, San Francisco, California 94122 ("Assignee"), (Assignor and Assignee, each a "Party" and collectively the "Parties"):

WHEREAS, Assignor owns the trademark BARKOLOGY for certain clothing, including all common law rights and the United States Trademark Registrations identified in Schedule A, along with the goodwill associated with the marks and the underlying business, and owns the related domain names and product designs also identified in Schedule A (collectively, the "Barkology IP");

WHEREAS, Assignee desires to acquire all rights to the Barkology IP, including the related goodwill, and has agreed to pay [REDACTED] for Assignor to assign, sell, transfer, and convey to Assignee all Barkology IP, which Assignor has agreed to do, all on the terms and conditions of this Agreement.

NOW, THEREFORE, based on the foregoing and for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

- Purchase of the Barkology IP.** Within five (5) business days of the Effective Date, Assignee shall pay to Assignor the sum of [REDACTED] as good and valuable consideration for the acquisition and transfer of the Barkology IP.
- Assignment of the Barkology IP.** Effective upon full and final receipt of the purchase payment in Paragraph 1, Assignor assigns, sells, transfers, and conveys to Assignee, and Assignee hereby accepts from Assignor: (a) all right, title and interest in and to the Barkology IP, together with the goodwill of the business in connection with which the Barkology IP is used and which is symbolized by the Barkology IP; and (b) any and all of Assignor's claims for past infringement and any and all of Assignor's causes of action with respect to or arising out of the Barkology IP, along with the right to recover damages and profits for past infringements. Assignor acknowledges that, following such assignment, the Assignor relinquishes all right to the Barkology IP and Assignee shall thereafter be the exclusive owner of all right, title and interest in and to the Barkology IP. Assignor also represents and warrants that, to the best of Assignor's knowledge, the Barkology IP is free and clear of any security interest or other lien or encumbrance of any kind.
- Execution of Necessary Documents.** Assignor agrees, for herself and her successors, with said Assignee and their respective successors and assigns, to hereafter execute all assignments, deeds or other instruments, and to do all acts necessary or proper to secure the grant and transfer of the registrations for the Barkology IP, and the renewals thereof, in the United States, to Assignee, and to vest and confirm in Assignee, their successors and assigns, the legal title to all such applications, registrations, and Barkology IP, in such form as may reasonably be needed.

4. **Transfer of Licenses, Logo Graphics File, and All Other Obligations and Agreements.** Assignor shall, upon the Effective Date, provide the logo graphics and/or image file(s) for the Barkology IP not already in Assignee's possession, and in the form currently held by Assignor, and transfer her relationships with her licensees who use the Barkology IP to Assignee, and Assignee shall assume the role of Assignor in these relationships, if any. If Assignor has contractual relationships with these licensees, Assignor shall assign all such contracts to Assignee. Assignor also hereby transfers to Assignee all remaining contractual benefits and obligations under settlement or other agreements related to the Barkology IP, if any.

5. **General Provisions.**

a. **Entire Agreement.** This Agreement constitutes the entire understanding and agreement, and supersedes any and all prior or contemporaneous representations, understandings or agreements, between the Parties regarding the subject matter of this Agreement.

b. **Amendments.** This Agreement may only be amended, supplemented or modified by a writing signed by all Parties.

c. **Severability.** Any provision of this Agreement that is found invalid or unenforceable pursuant to judicial decree or decision shall be ineffective to the extent of such invalidity or unenforceability, and the remainder of this Agreement shall remain valid and enforceable according to its terms. If any provision of this Agreement is so broad as to be unenforceable, the provision shall be interpreted to be only so broad as is enforceable.

d. **Governing Law.** This Agreement is governed by the laws of the State of California (without giving effect to choice of law rules that would cause the application of laws of any jurisdiction other than California). Any action at law or in equity arising under or in connection with this Agreement shall be filed only in an appropriate State or Federal Court located in San Francisco County, California. The Parties irrevocably consent and submit to the exclusive personal jurisdiction of such courts for the purposes of litigating any such action.

e. **Counterparts.** This Agreement may be executed in counterparts, each of which is deemed an original for all purposes, and each Party may execute this Agreement by signing any such counterpart. Facsimile or scanned signatures by the Parties are acceptable and shall be deemed original signatures.

IN WITNESS WHEREOF, the Parties have executed this Agreement as indicated.

**Assignor**

Zoe Lancaster



Date: 09/08/2016


Assignee

Richard Shiu



Date: 9/12/2010

George L. Freeman



Date: 9/12/10

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## SCHEDULE A

### **I. Trademarks**

All common law rights, registrations, and related goodwill for the BARKOLOGY mark for caps, jerseys, shirts, t-shirts, and tops, as are owned by Assignor Zoe Lancaster, including:

- (a) U.S. Registration No. 3,209,102

### **II. Domain Names**

[www.barkology.com](http://www.barkology.com)  
[www.barkologie.com](http://www.barkologie.com)

### **III. Designs**

#### Caps:

Dog walker  
Salty Dog (Sea Dog)  
Woof  
Grrr  
Big Grrr  
Dog Lover  
Mutt  
Alpha 1

#### T-Shirts:

Grrr  
Woof  
Victoriana Woof  
Alpha Dog  
Salty Dog (Sea Dog)