

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM414152

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Zoe Lancaster		01/15/2017	INDIVIDUAL: UNITED STATES
RECEIVING PARTY DATA			
Name:	Richard Shiu		
Street Address:	1874 32ND AVENUE		
City:	San Francisco		
State/Country:	CALIFORNIA		
Postal Code:	94122		
Entity Type:	INDIVIDUAL: UNITED STATES		
Name:	George L Freeman		
Street Address:	1874 32ND AVENUE		
City:	San Francisco		
State/Country:	CALIFORNIA		
Postal Code:	94122		
Entity Type:	INDIVIDUAL: UNITED STATES		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3308968	SLEEPS WITH DOGS	
CORRESPONDENCE DATA			
Fax Number:			
<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:	4153602516		
Email:	aaron@martonribera.com		
Correspondent Name:	Aaron R. Marienthal		
Address Line 1:	548 Market St.		
Address Line 2:	Suite 36117		
Address Line 4:	San Francisco, CALIFORNIA 94104		
NAME OF SUBMITTER:	Aaron Marienthal		
SIGNATURE:	/Aaron Marienthal/		

OP \$40.00 3308968

DATE SIGNED:	01/30/2017
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Total Attachments: 4

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TRADEMARK PURCHASE AGREEMENT AND ASSIGNMENT

THIS TRADEMARK PURCHASE AGREEMENT AND ASSIGNMENT (this "Agreement"), is made as of JANUARY 15, 2018 (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 32nd Avenue, San Francisco, California 94122 ("Assignee"), (Assignor and Assignee, each a "Party" and collectively the "Parties"):

WHEREAS, Assignor owns the trademark SLEEPS WITH DOGS 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 product designs also identified in Schedule A (collectively, the "Sleeps With Dogs IP");

WHEREAS, Assignee desires to acquire all rights to the Sleeps With Dogs IP, including the related goodwill, and has agreed to pay [REDACTED] for Assignor to assign, sell, transfer, and convey to Assignee all Sleeps With Dogs 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 Sleeps With Dogs 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 Sleeps With Dogs IP.
- Assignment of the Sleeps With Dogs 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 Sleeps With Dogs IP, together with the goodwill of the business in connection with which the Sleeps With Dogs IP is used and which is symbolized by the Sleeps With Dogs 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 Sleeps With Dogs 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 Sleeps With Dogs IP and Assignee shall thereafter be the exclusive owner of all right, title and interest in and to the Sleeps With Dogs IP. Assignor also represents and warrants that, to the best of Assignor's knowledge, the Sleeps With Dogs 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 Sleeps With Dogs 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 Sleeps With Dogs 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 Sleeps With Dogs IP, and transfer her relationships with her licensees who use the Sleeps With Dogs 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 Sleeps With Dogs 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

Zoe Lancaster

Date: 01/15/2017

Witness

Richard Stein

Richard Stein
Date: 1/15/17

George L. Freeman

George L. Freeman
Date: 1/15/17

SCHEDULE A

I. Trademarks

All common law rights, registrations, and related goodwill for the SLEEPS WITH DOGS mark for caps, jackets, jerseys, pants, shirts, sleep shirts, sweat pants, sweat shirts, t-shirts, and tops, as are owned by Assignor Zoe Lancaster, including:

- (a) U.S. Registration no. 3,308,968

II. Designs

The design / treatment previously licensed to Assignor's company Best in Show, as illustrated by the following:

