

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM419771

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Richard Shiu		03/07/2017	INDIVIDUAL:
George Freeman		03/07/2017	INDIVIDUAL:
RECEIVING PARTY DATA			
Name:	Barkology, Inc.		
Street Address:	1874 32ND AVENUE		
City:	San Francisco		
State/Country:	CALIFORNIA		
Postal Code:	94122		
Entity Type:	Corporation: CALIFORNIA		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	3209102	BARKOLOGY	
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. Suite 36117		
Address Line 4:	San Francisco, CALIFORNIA 94104		
NAME OF SUBMITTER:	Aaron R. Marienthal		
SIGNATURE:	/Aaron R. Marienthal/		
DATE SIGNED:	03/15/2017		
Total Attachments: 3			
source=Barkology IP Assignment Agreement for Filing#page1.tif			
source=Barkology IP Assignment Agreement for Filing#page2.tif			
source=Barkology IP Assignment Agreement for Filing#page3.tif			

OP \$65.00 3209102

INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

THIS INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT (this "IP Assignment") is made and entered into as of this 7th day of March, 2017 by and between Richard Shiu and George Freeman, on the one hand ("Assignors"), and Barkology, Inc., a California corporation, on the other ("Assignee").

WHEREAS, Assignors are the sole owners of certain trademark registrations and applications and the goodwill appurtenant thereto listed on Exhibit A attached hereto (the "Intellectual Property");

WHEREAS, Assignors desire to convey, transfer, assign and deliver to Assignee all right, title, and interest in and to the Intellectual Property, along with the business to which the Intellectual Property pertains including, without limitation, the right to sue for past, present and future infringement thereof; and

WHEREAS, Assignee desires to acquire all right, title and interest in and to the Intellectual Property and the business to which the Intellectual Property pertains.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Assignment. Assignors hereby convey, transfer, assign and deliver to Assignee all of Assignors' right, title and interest in and to the Intellectual Property including, without limitation, the goodwill appurtenant thereto and the business to which the Intellectual Property pertains and the right to sue for past, present and future infringement thereof.

2. Ownership. Assignors represent and warrant that: they are the owners of the entire right, title, and interest in and to the Intellectual Property; they have the right and power to assign ownership of the Intellectual Property; there are no other agreements with any other party in conflict with such assignment; and they know of no third parties with prior rights that may threaten or otherwise validly challenge the rights assigned herein to the Intellectual Property.

3. Recordation. Assignors authorize the Commissioner for Trademarks of the United States Patent and Trademark Office and any other empowered governmental official in the United States and in relevant jurisdictions outside the United States to record and register this IP Assignment.

4. Further Assurances. From time to time, as and when requested by any party hereto, each other party shall execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, all such other documents and instruments and take, or cause to be taken, all such other actions as are reasonably necessary to evidence and effectuate the transactions contemplated by this IP Assignment.

5. Successors and Assigns. This IP Assignment shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns.

6. Counterparts. This IP Assignment may be executed in one or more counterparts, each of which shall be deemed to be an original but all of which shall constitute one and the same instrument.

7. Modification and Waiver. None of the provisions of this IP Assignment may be waived, changed or altered except in a writing executed by each of the parties hereto.

8. Governing Law. This IP Assignment shall be governed by and construed in accordance with the laws of the State of California applicable to contracts executed and performed entirely within the State, without regard to the conflicts of laws rules thereof. Each of the Parties irrevocably and unconditionally submits to the exclusive jurisdiction of the United States District Court for the Northern District of California or any California State court for the purposes of enforcing this Agreement.

IN WITNESS WHEREOF, the parties have executed this Intellectual Property Assignment Agreement as of the date first above written.

RIRCHARD SHIU



GEORGE FREEMAN



BARKOLOGY, INC.

By: 

Name: RICHARD SHIU

Title: PRESIDENT

TRADEMARK

REEL: 006008 FRAME: 0576

EXHIBIT A

ASSIGNED INTELLECTUAL PROPERTY

TRADEMARKS

Trademark	Country	Status	Reg. No.	Reg. Date	Owner
BARKOLOGY	United States	Registered	3209102	February 13, 2007	Richard Shiu and George Freeman
SLEEPS WITH DOGS	United States	Registered	3308968	October 9, 2007	Richard Shiu and George Freeman