

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM496824

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
The Lazy Dog & Co.		10/24/2018	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Shiarn Fur Industry Co., Ltd.		
Street Address:	Sec. 2, Zhongshan Rd., Zhonghe District		
Internal Address:	3F, No. 3, Lane 327		
City:	New Taipei City		
State/Country:	TAIWAN		
Postal Code:	23585		
Entity Type:	Corporation: TAIWAN		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Serial Number:	87766482	TICO	
Serial Number:	87766685	TICO	
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:	+886-2-82451788		
Email:	service@tico-brick.com		
Correspondent Name:	Neil Lee		
Address Line 1:	Sec. 2, Zhongshan Rd., Zhonghe District		
Address Line 2:	3F, No. 3, Lane 327		
Address Line 4:	New Taipei City, TAIWAN 23585		
NAME OF SUBMITTER:	Kenneth Liu		
SIGNATURE:	/k/		
DATE SIGNED:	11/05/2018		
Total Attachments: 5			
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Trademark Assignment Agreement

This Trademark Assignment Agreement (the "Agreement") is entered into this 24 day of October, 2018 (the "Effective Date") by and between The Lazy Dog & Co., a company duly incorporated under the laws of the State of Delaware and having its principal place of business at 1 Horizon Rd., Suite 1001, Fort Lee, NJ 07024 (the "Assignor"), and Shiarn Fur Industry Co., Ltd., a company duly incorporated under the laws of Taiwan, having its principal place of business at 3F, No. 3, Lane 327, Sec. 2, Zhongshan Rd., Zhonghe District, New Taipei City 23585, Taiwan, R.O.C. (the "Assignee").

Whereas, Assignor owns the entire right, title and interest in and to certain U.S. trademarks, both registered and unregistered, and applications for trademark registrations filed with the United States Patent and Trademark Office, as listed in attached Exhibit A (collectively the "Marks");

Whereas, Assignee desires to acquire all of Assignor's right, title and interest, in and to the Marks, together with all the goodwill of the business symbolized thereby, and Assignor desires to assign all such right, title and interest in and to the Marks to Assignee, upon the terms and conditions set forth herein.

NOW, THEREFORE, for good and valuable consideration, the receipt and of which is hereby acknowledged by Assignor, the parties agree as follows:

1. Assignor hereby conveys and assigns to Assignee, and Assignee hereby accepts from Assignor, all of Assignor's right, title and interest in and to the Marks, together with the goodwill of the business symbolized by the Marks.
2. Assignor represents and warrants that:
 - a. Assignor owns the entire right, title and interest in and to the Marks;
 - b. All registrations for the Marks are currently valid and subsisting and in full force and effect;
 - c. Assignor has not licensed the Marks to any other person or entity or granted, either expressly or impliedly, any trademark or service-mark rights with respect to the Marks to any other person or entity;
 - d. There are no liens or security interests against the Marks;
 - e. Assignor has all authority necessary to enter into this Agreement and the execution and delivery of this Agreement has been duly and validly authorized; and
 - f. Execution of this Assignment and performance of Assignor's obligations hereunder shall not violate or conflict with any other agreement to which Assignor is a party or provision of Assignor's Certificate of Incorporation or By-Laws.
3. Assignor shall execute and deliver to Assignee on or before the Effective Date the Trademark Assignment in the form shown in Exhibit B.

4. Assignor authorizes the United States Patent and Trademark Office and all other agencies in jurisdictions inside and outside the United States to record the Assignment.
5. At any time, and from time to time after the Effective Date, at Assignee's request, Assignor shall execute and deliver such other instruments of sale, transfer, conveyance, assignment and confirmation and take such other action, at Assignor's expense, as Assignee may reasonably deem necessary or desirable in order to perfect or otherwise enable the transfer, conveyance and assignment to Assignee and to confirm Assignee's title to the Marks and any and all federal and state trademark registrations thereof or applications therefore. Assignor further agrees to assist Assignee and to provide such reasonable cooperation and assistance to Assignee, at Assignee's expense, as Assignee may reasonably deem necessary and desirable in exercising and enforcing Assignee's rights in the Marks.
6. Within 7 days of the execution of this Agreement, Assignee will pay Assignor the sum of \$10.
7. After the Effective Date, Assignor agrees to make no further use of the Marks or any mark confusingly similar thereto, anywhere in the world, except as may be expressly authorized by the parties in writing, and Assignor agrees not to challenge Assignee's use or ownership, or the validity, of the Marks.
8. This Agreement shall be binding on and shall inure to the benefit of the parties to this Agreement and their successors and assigns, if any.
9. Miscellaneous.
 - a. This Agreement, Exhibit A, and the Trademark Assignment whose form is shown in Exhibit B constitute the entire agreement of the parties with regard to the subject matter hereof. No modifications of or additions to this Agreement shall have effect unless in writing and properly executed by both parties, making specific reference to this Agreement by date, parties, and subject matter.
 - b. This Agreement and the rights and obligations of the parties hereunder shall be governed by and construed in accordance with the laws of Delaware, without regard to its conflict of laws principles, and shall be enforceable against the parties in the courts of Delaware. For such purpose, each party hereby irrevocably submits to the jurisdiction of such courts, and agrees that all claims in respect of this Agreement may be heard and determined in any of such courts.
 - c. This Agreement may be signed by each party separately, in which case attachment of all of the parties' signature pages to this Agreement shall constitute a fully-executed agreement.
 - d. Any provision of this Agreement that is invalid, illegal or unenforceable in any jurisdiction shall, as to that jurisdiction, be ineffective to the extent of such invalidity, illegality or unenforceability, without affecting in any way the remaining provisions of this Agreement in such jurisdiction or rendering that or

any other provision of this Agreement invalid, illegal or unenforceable in any other jurisdiction.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective duly authorized representatives as of the day and year above written.

ASSIGNOR:

The Lazy Dog & Co.

By: *Kenneth Liu*

Name: Kenneth Liu

Title: President

ASSIGNEE:

Shiarn Fur Industry Co., Ltd.

By: *Neil Lee*

Name: Neil Lee

Title: General Manager

Exhibit A

Serial No.	Country	Title/Mark	File Date	Reg. No.	Reg. Date
87766482	U.S.	TICO (standard)	1/23/2018		
87766685	U.S.	TICO (logo)	1/23/2018		

Exhibit B

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE
TRADEMARK ASSIGNMENT

WHEREAS, The Lazy Dog & Co., a corporation duly organized and existing under the laws of the State of Delaware and having its principal place of business at 1 Horizon Rd., Suite 1001, Fort Lee, NJ 07024 (the "Assignor") owns all the right, title and interest in and to certain U.S. trademarks, both registered and unregistered, and applications for trademark registrations filed with the United States Patent and Trademark Office, identified in Exhibit A hereto (the "Marks"); and

WHEREAS, Shiam Fur Industry Co., Ltd., a corporation duly organized and existing under the laws of Taiwan and having its principal place of business at 3F, No. 3, Lane 327, Sec. 2, Zhongshan Rd., Zhonghe District, New Taipei City 23585, Taiwan, R.O.C. ("Assignee"), desires to acquire all right, title and interest in and to the Marks, the registrations thereof, and the goodwill associated therewith.

NOW THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, Assignor hereby conveys and assigns to Assignee the entire right, title and interest in and to the Marks together with all goodwill of the business represented and symbolized thereby with all rights to sue and recover damages and/or profits for past infringements.

10.24.2018

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Date

The Lazy Dog & Co.

By: 

Name: Kenneth Liu

Title: President