

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM837627

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Yellow Dog Design, Inc.		08/01/2023	Corporation:
RECEIVING PARTY DATA			
Name:	2 Hounds Design, Inc.		
Street Address:	3038 Eaton Ave		
City:	Indian Trail		
State/Country:	NORTH CAROLINA		
Postal Code:	28079		
Entity Type:	Corporation: NORTH CAROLINA		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	4684556	YELLOW DOG	
Registration Number:	5366600	HOT DOG BULLY STICK	
Registration Number:	5371932	HOT DOG BISCUIT	
Registration Number:	5412447	ELEMENTS	
Registration Number:	5553003	YELLOW DOG DESIGN	
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:	7045521889		
Email:	jjs@schwartz-iplaw.com		
Correspondent Name:	Jeffrey J. Schwartz		
Address Line 1:	6100 Fairview Road, Suite 1135		
Address Line 4:	Charlotte, NORTH CAROLINA 28210		
NAME OF SUBMITTER:	Jeffrey J. Schwartz		
SIGNATURE:	/Jeffrey J. Schwartz/		
DATE SIGNED:	09/07/2023		
Total Attachments: 6			
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OP \$140.00 4684556

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INTELLECTUAL PROPERTY ASSIGNMENT

This INTELLECTUAL PROPERTY ASSIGNMENT (this “IP Assignment”) is dated as of August 1, 2023, by and between 2 Hounds Design, Inc., a North Carolina corporation (“Assignee”), Yellow Dog Design, Inc, a North Carolina corporation (“Seller”), Don Dempsey, an individual resident of the State of North Carolina and Mike Dempsey, an individual resident of the State of North Carolina (collectively the “Owners” and collectively with the Seller, the “Assignors”). All capitalized terms used herein but not otherwise defined shall have the respective meanings ascribed to them in the Purchase Agreement (as defined below).

WHEREAS, pursuant to that certain Asset Purchase Agreement, dated as of the date hereof (the “Purchase Agreement”), by and among the Assignee and the Assignors, the Assignors agreed to, among other things, sell, convey, transfer, assign and deliver to the Assignee all of the Assignors’ rights, titles and interests in and to all intellectual property included as part of the Purchased Assets, including that intellectual property specified on Schedule A hereto (collectively, the “Assigned IP”).

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

1. Assignment. Each Assignor hereby sells, conveys, transfers, assigns and delivers to the Assignee, and the Assignee hereby acquires and accepts from each Assignor, all of such Assignor’s rights, titles and interests in, to, and under the Assigned IP, including, without limitation, all goodwill associated therewith and all rights of action and remedies for past, present and future infringements of any of the Assigned IP, in each case, free and clear of all Liens (other than Permitted Liens), the same to be held and fully enjoyed by the Assignee, its successors, assigns and other legal representatives.

2. Further Assurances. Each Assignor shall execute and deliver any and all instruments and documents and take such further actions, at no material cost to such Assignor, as may be necessary or reasonably requested by the Assignee to document and record with the appropriate authorities the aforesaid assignment and transfer, including all steps that may be reasonably necessary to effect the foregoing assignment and transfer of the Domain Names specified on Schedule A hereto in accordance with the domain name transfer procedures of any applicable domain name registration authority or registrar.

3. Recordation. Each Assignor hereby authorizes and requests that the Commissioner of Patents and Trademarks of the United States of America, the Register of Copyrights of the United States of America, and any other applicable Governmental Authority or domain name registration authority or registrar, issue or transfer the Trademarks, Patents, Copyrights and Domain Names (as applicable) specified on Schedule A to the Assignee, as assignee of the entire right, title and interest therein or otherwise as the Assignee may direct. The Assignee shall have the right to record this IP Assignment with all applicable Government Authorities and domain name registration authority or registrar so as to perfect its ownership of the Assigned IP.

4. Successors and Assigns. This IP Assignment shall bind and inure to the benefit of the Assignee and the Assignors and their respective successors and permitted assigns.

5. Governing Law. All matters relating to or arising out of this IP Assignment or the transactions contemplated hereby shall be governed and construed in accordance with the internal Laws of the State of North Carolina applicable to contracts made and wholly performed within such State, without regard to any applicable conflicts of law principles that would result in the application of the Laws of any other jurisdiction.

6. No Third Party Beneficiaries. The terms and provisions of this IP Assignment are intended solely for the benefit of the parties hereto and their respective successors and permitted assigns, and it is not the intention of the parties to confer third party beneficiary rights, and this IP Assignment does not confer any such rights, upon any other Person.

7. Counterparts. This IP Assignment may be executed in any number of counterparts via facsimile or otherwise and either party hereto may execute any such counterpart, each of which when executed and delivered shall be deemed to be an original and all of which counterparts taken together shall constitute but one and the same instrument. Delivery of an executed counterpart of a signature page to this IP Assignment by facsimile transmission or email in portable document format (.pdf) shall be effective as delivery of a manually executed counterpart of this IP Assignment. This IP Assignment shall become binding when one or more counterparts taken together shall have been executed and delivered by the parties.

8. Amendments. This IP Assignment may not be changed, amended, modified, discharged or terminated in any manner other than by an agreement in writing signed by the parties hereto.

[Signature Page Follows]

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

ASSIGNEES:

YELLOW DOG DESIGN, INC

DocuSigned by:
By: mike dempsey
Name: Mike Dempsey
Title: President

DocuSigned by:
By: Don Dempsey
Don Dempsey

DocuSigned by:
By: mike dempsey
Mike Dempsey

Schedule A
Assigned IP

1. Trademarks:

- YELLOW DOG, U.S. Reg. No. 4,684,556, maintenance filing due between Feb 10, 2024 and Feb 10, 2025
- HOT DOG BULLY STICK, U.S. Reg. No. 5,366,600, maintenance filing due between Dec 26, 2023 and June 26, 2024
- HOT DOG BISCUIT, U.S. Reg. No. 5,371,932, maintenance filing due between *now* and Jan 2, 2024
- ELEMENTS, U.S. Reg. No. 5,412,447, maintenance filing due between Feb 7, 2024 and Aug 27, 2024
- YELLOW DOG DESIGN, U.S. Reg. No. 5,553,003, maintenance filing due between Sep 4, 2023 and Sep 4, 2024

2. Copyrights: [not aware of any registered copyrights]

3. Patents:

- U.S. Patent No. 11,375,778, "Buckle with Secondary Latch" issued July 5, 2022

4. Domain Names:

bigdogboutique.blog
coastalpet.shop
dogcollar.blog
dogids.blog
dogids.shop
hotdogcollar.shop
hotdogcollars.blog
hotdogcollars.shop
imahot.dog
lovedo.gs
lupine.blog
lupine.dog
lupine.shop
luvdo.gs
miragepetsshop.shop
muttropolis.blog
mydo.gs
myhot.dog
nfl.dog
southern.dog
wholesalepet.blog
yellow.dog
yellowdog-design.shop
yellowdog.blog

5. Social Media Accounts:

- a. Facebook: <http://bit.ly/FacebookYDD>
- b. Twitter: <http://bit.ly/TwitterYDD>
- c. Others

6. Logos:

