

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM308131

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Miss Lydia Lawrence		05/12/2014	INDIVIDUAL: UNITED STATES
RECEIVING PARTY DATA			
Name:	Mr. Michael Penn		
Street Address:	319 Lipscomb Street		
City:	Fort Worth		
State/Country:	TEXAS		
Postal Code:	76104		
Entity Type:	INDIVIDUAL: UNITED STATES		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2946584	DICKIE DOG COLLARS	
CORRESPONDENCE DATA			
Fax Number:	8173362181		
<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:	817.336.2400		
Email:	bturner@deckerjones.com		
Correspondent Name:	Brian K. Yost		
Address Line 1:	801 Cherry Street		
Address Line 2:	Suite 2000, Unit #46		
Address Line 4:	Fort Worth, TEXAS 76102		
ATTORNEY DOCKET NUMBER:	3590.31150		
NAME OF SUBMITTER:	Brian K. Yost		
SIGNATURE:	/brian k. yost/		
DATE SIGNED:	06/19/2014		
Total Attachments: 3			
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OP \$40.00 2946584

TRADEMARK ASSIGNMENT

WHEREAS, Lydia Lawrence ("Lawrence"), has adopted, used, is using and owns trademark rights in the mark DICKIE DOG COLLARS and in US Trademark Registration No. 2,946,584, issued May 3, 2005 in Class 18: "dog clothing," for:

**DICKIE
DOG
COLLARS**

(collectively "Trademarks"):

WHEREAS, Michael Penn, ("Penn"), is desirous of acquiring said Trademarks;

NOW, THEREFORE, for \$10.00 (Ten and 00/100 dollars) and other good and valuable consideration, the receipt of which is hereby acknowledged, Lawrence does hereby assign and transfer unto Penn all of her rights, title and interest throughout the world in and to the Trademarks, together with the goodwill of the business symbolized by the Trademarks, the right to sue for and to recover damages and other remedies with respect to any infringement of the Trademarks or acts of passing off or unfair competition or unauthorized use of the Trademarks or any confusingly similar marks or names, and including, without limitation, all of the rights and privileges pertaining to the Trademarks and any registrations and any extensions and continuations thereof.

If in any country the execution hereafter of a confirmatory assignment of the Trademarks in that country would be ineffective or invalid by reason of the transfer effected by this Assignment, then this Assignment shall be deemed to be an agreement to assign, and not an assignment of the Trademarks in that country.

Lawrence and Penn agree that if in any country the assignment to Penn of the Trademarks in that country (or the recordal thereof), would be ineffective or illegal or would jeopardize the validity in such country of the Trademarks, they shall take such steps and execute such documents as are reasonably required to give effect to such alternative arrangement for that country as will most nearly achieve the object of this Assignment and which will be effective, legal, and avoid jeopardy to the validity of the Trademarks.

Lawrence warrants and represents that she is the sole owner of the Trademarks and that she has not sold, assigned, or transferred the Trademarks to any other party. Lawrence further warrants and represents that she has continuously used the trademarks in interstate commerce in the United States in connection with dog clothing since at least as early as 2004.

DISCLAIMER OF WARRANTY. EXCEPT AS OTHERWISE PROVIDED HEREIN,
THE TRADEMARKS ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND.
LAWRENCE FURTHER DISCLAIMS, EXCEPT AS OTHERWISE PROVIDED HEREIN, ALL
WARRANTIES, EXPRESS AND/OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY
IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR
PURPOSE, TITLE AND/OR NON-INFRINGEMENT.

LIMITATION OF LIABILITY. IN NO EVENT SHALL EITHER PARTY BE LIABLE
FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE OR CONSEQUENTIAL
DAMAGES, OR DAMAGES FOR LOSS OF PROFITS OR REVENUE, INCURRED BY THE
OTHER PARTY, HIS/HER SUCCESSORS AND/OR ASSIGNS OR ANY THIRD PARTY,
ARISING FROM OR RELATED TO THE USE OF THE TRADEMARKS, WHETHER IN AN
ACTION IN CONTRACT OR TORT, EVEN IF THE PARTY HAS BEEN ADVISED OR
NOTIFIED OF THE POSSIBILITY OF SUCH DAMAGES.

GOVERNING LAW, JURISDICTION AND VENUE. This Assignment is governed by,
and shall be construed in accordance with the laws of the State of Texas, United States of
America, without regard to any conflicts of law rules of such jurisdiction which would result in
the application of another law other than that of the State of Texas. The parties irrevocably (i)
agree that any arbitration, mediation, lawsuit or other legal proceeding arising out of or relating
to this Assignment may be brought only in the U.S. District Court for the Northern District of
Georgia or in Georgia state court within twenty (20) miles of Atlanta, Georgia; (ii) consent, for
himself/herself and his/her successors and assigns, and in respect of his/her property, to
jurisdiction in the Northern District of Georgia or Georgia state court for any disputes arising out
of this Assignment; and (iii) waive any objection which he/she may have to the laying of venue
of any such suit or proceeding in any of such Georgia courts and any claim that any such suit or
proceeding has been brought in an inconvenient forum.

ATTORNEYS' FEES AND COSTS. The prevailing Party in any legal dispute between
the Parties relating to this Agreement shall be entitled to reimbursement by the other Party for all
attorneys' fees and costs, including court costs, costs of expert witnesses and the like, including
costs and fees for mediation, litigation and all stages of appeal.

HEADINGS. Headings of particular sections are inserted only for convenience and are not to be
considered a part of this Agreement or be used to define, limit or construe the scope of any term or provision
of this Agreement.

[THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

Date: May 12, 2014

Lydia Lawrence

Michael Penn

Lydia Lawrence
Print Name: Lydia Lawrence

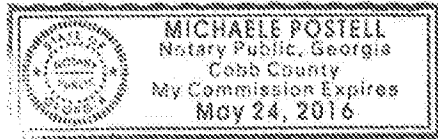
Print Name: Michael Penn.

State of Georgia §
County of Cobb §

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared Lydia Lawrence, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that she executed the same on behalf of Lydia Lawrence, with authority to do so and for the purposes therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 12 day of May, 2014.

SEAL



Michael Postell
Notary Public for said County and State

State of Texas §
County of Tarrant §

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared Michael Penn, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same on behalf of Michael Penn with authority to do so and for the purposes therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the _____ day of _____, 2014.

SEAL

Notary Public for said County and State

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