

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM471938

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Moxi Enterprises		03/01/2017	Limited Liability Company: MISSOURI
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Underdog Pet Products		
<b>Street Address:</b>	139 West Bannister Road		
<b>City:</b>	Kansas City		
<b>State/Country:</b>	MISSOURI		
<b>Postal Code:</b>	64114		
<b>Entity Type:</b>	Corporation: MISSOURI		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3750151	UNDERDOG	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<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>			
<b>Phone:</b>	816-226-9736		
<b>Email:</b>	lowell@underdogpetproducts.com		
<b>Correspondent Name:</b>	Lowell Wisner		
<b>Address Line 1:</b>	139 West Bannister Road		
<b>Address Line 4:</b>	Kansas City, MISSOURI 64114		
<b>NAME OF SUBMITTER:</b>	Lowell Wisner		
<b>SIGNATURE:</b>	/lowell wisner/		
<b>DATE SIGNED:</b>	04/30/2018		
<b>Total Attachments: 9</b>			
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**NOTICE OF ACCEPTANCE AND  
ACKNOWLEDGEMENT OF §§8 & 15  
DECLARATION**  
MAILING DATE: Jun 16, 2016

The combined declaration of use and incontestability filed in connection with the registration identified below meets the requirements of Sections 8 and 15 of the Trademark Act, 15 U.S.C. §1058 and 1065. The combined declaration is accepted and acknowledged. The registration remains in force.

For further information about this notice, visit our website at: <http://www.uspto.gov>.  
To review information regarding the referenced registration, go to  
<http://tarr.uspto.gov/>.

REG NUMBER: 3750151  
MARK: UNDERDOG  
OWNER: MOXI ENTERPRISES, LLC

## TRADEMARK ASSIGNMENT

This Trademark Assignment is made and entered into this 1st day of March, 2017, by and between Moxi Enterprises, LLC , a Missouri Limited Liability Company, having a principal place of business located at 1939 S. Vandeventer Ave, St. Louis, Missouri 63110 and Underdog Pet Products, Inc., a Missouri Corporation, having a principal place of business at 139 W. BARNISTER RD, KANSAS CITY, MO 64114

Whereas, Moxi Enterprises, LLC has previously obtained United States Trademark Registration No. 3,750,151, upon the mark UNDERDOG, said mark having registered on February 16, 2010 and herein elects to assign said trademark and its registration to Underdog Pet Products, Inc. under the terms and conditions of this assignment. Moxi Enterprises, LLC herein assigns all right, title and interest in and to the trademark and its trademark registration, said assignment being made to the benefit of Underdog Pet Products, Inc. for a consideration of One Dollar (\$1.00), and other good and valuable consideration, receipt of which is hereby acknowledged, and said assignment further includes a transfer of the good will symbolized by usage of the trademark upon the identified product, and in commerce, and further included in the assignment is the right of Underdog Pet Products, Inc. to initiate and prosecute any suit for trademark infringement that may be currently occurring, or may have incurred in the past, and to recover any damages sustained as a result of any unauthorized usage of the registered trademark.

**ASSET PURCHASE AGREEMENT**

By and Among

MOXI Enterprises, LLC

and

Underdog Pet Products, Inc

March 1, 2017

## Asset Purchase Agreement

This Agreement is made by and between Moxi Enterprises, LLC, a Missouri corporation (hereinafter referred to as "Seller"), and Underdog Pet Products Inc., a Missouri corporation (hereinafter referred to as "Buyer").

### RECITALS

Whereas, Seller is engaged in the Manufacturing/Distribution business, and

WHEREAS, Buyer desires to purchase, and Seller desires to sell, substantially all of the assets of Seller's "Underdog" business, upon the terms and conditions hereinafter set forth; and

WHEREAS, Buyer's shareholders desire to purchase, and Seller desires to sell, the real property and appurtenances thereto upon which Seller currently conducts business, upon the terms and conditions set forth in the accompanying Asset Purchase Agreement;

NOW, THEREFORE, in consideration of the premises and the mutual promises herein contained, and intending to be legally bound, the parties agree as follows:

### AGREEMENT

1. Purchase and Sale. Seller hereby agrees to sell to Buyer, and Buyer hereby agrees to purchase from Seller, all of the tangible and intangible assets of Seller used in Seller's "Underdog" business (the "Assets"), as more fully described below:
  - (a) Inventory, literature, raw materials, and any other items of personal property owned by Seller used in Seller's "Underdog" business, wherever located, including, but not limited to, those assets listed on Exhibit A attached hereto and incorporated herein by reference.
  - (b) All of Seller's goodwill associated to the "Underdog" business and other intangible assets, including, without limitation, all customer lists, the names and addresses of suppliers, etc.
  - (c) Buyer and Seller will enter into a supplier arrangement as a separate agreement whereby Seller will supply to Buyer cut/sew contract labor.

2. Buyer represents and warrants that it has inspected the Assets and accepts such assets in their current condition, with all faults. Seller hereby represents and warrants that it is the owner of the Assets, subject to the liabilities assumed hereunder, but expressly disclaims any warranties as to the condition or suitability of such Assets.

3. Treatment of Liabilities/Indemnification. Buyer shall assume no liabilities or obligations of Seller. Seller shall indemnify and hold Buyer harmless from and against any and all claims, damages, losses, costs or expenses not specifically assumed by Buyer. Buyer shall indemnify and hold Seller harmless from and against any and all claims, damages, losses, costs or expenses not specifically assumed by Seller.

4. Purchase Price. The purchase price for the Assets being purchased hereunder shall be the sum of \$35,5451.82, as described in Exhibit A attached hereto and incorporated herein by reference (the "Purchase Price"). The Purchase Price shall be allocated among the Assets.

5. Payment of Purchase Price. Payment of the Purchase Price shall be made as follows: Buyer shall pay the sum of \$30,545.51 in cash (cashiers check or wire transfer) to Seller at Closing. Buyer will pay a deposit of \$5000.00 to Seller on February 6, 2017 (Payment due at closing is calculated as Purchase Price minus deposit).

6. Closing/Risk of Loss. The closing of the transactions contemplated by this Agreement shall take place at the offices of Moxi Enterprises or at such other place as Buyer and Sellers shall agree, upon the "Closing Date". Seller shall, on the Closing Date, convey, transfer and assign to Buyer by Bill of Sale, assignment or other appropriate instruments in form and substance satisfactory to Buyer such Assets as are described in Paragraph 1 hereof. Seller shall also, on and after the Closing Date and upon request of Buyer, execute such other documents as may be required in order to make effective the sale and transfer of Seller's Assets as therein provided to vest fully in Buyer the title thereto and to otherwise effectuate the purposes of this Agreement. Buyer shall take possession of the Assets as of closing. Risk of loss shall pass from Seller to Buyer at closing. Any Expense related to the execution of such documents as requested by Buyer is to paid by Buyer.

7. Covenants of Seller. Seller hereby covenants and agrees with Buyer that:

(c) Between the date of this Agreement and the Closing Date, except as otherwise permitted by the prior written consent of Buyer:

i. The business and operations of Seller will be conducted only in the ordinary course of business and all obligations under agreements binding upon Seller will be duly performed;

ii. Seller shall not mortgage, pledge or encumber any of the Assets; or

iii. Seller shall not make any commitments with respect to capital expenditures for the Seller, nor will Seller dispose of any of the Assets.

(d) Between the date of this Agreement and the Closing Date, Seller will use their best efforts to preserve the Assets and to maintain and preserve the goodwill of the customers and others having business relationships with Seller in connection with the Assets.

8. Seller's Representations and Warranties. Seller hereby represents and warrants that:

(e) Seller is the sole owner of and have the full right and authority to sell the Assets to be transferred hereunder, all of which are free and clear of any and all debts, claims, mortgages, liens, security agreements and other encumbrances equities or restrictions on transfer except or disclosed hereinafter in this Agreement.

(f) Seller is a corporation duly organized and validly existing under the laws of the State of Missouri. The execution and delivery of the this Agreement by officers executing and delivering the same have been duly authorized by Seller's Board of Directors, and do not and will not violate any provision of Seller's Articles of Incorporation, by laws or any contract or other agreement to which Seller is a party, or which is or purports to be binding upon Seller.

(g) With respect to the Assets, there is no litigation, arbitration or other legal proceeding pending, or to the knowledge of Sellers, threatened against Seller, and Seller are not in default with respect to any order of any court or government authority which may have been issued against Sellers.

(h) Seller has good and marketable title to all the Assets free and clear of any mortgage pledge, lien, security interest, encumbrance or any other charge or restriction.

(i) Seller's operation of the Assets has not been in violation of any existing or proposed environmental safety or health law, rule or regulation.

(j) Seller has disclosed to Buyer all material information to which Seller has notice or knowledge relating to Seller and the Assets which could reasonably be expected to have a material adverse effect on Buyer's operation of the Assets.

(k) Seller makes no claim to owning the I.P. contained in the current design of the cellular air pad used in the "Underdog" business.

9. Buyer's Representations and Warranties. Buyer hereby represents and warrants that:

(k) Buyer is a corporation duly organized and validly existing under the laws of the State of Missouri.

(l) The execution and delivery of this Agreement by the officers executing and delivering the same have been duly authorized by Buyer's shareholders and board of directors, and do not and will not violate any provisions of Buyer's Articles of Incorporation, By Laws, or any contract or other agreement to which Buyer is a party or which is or purports to be binding upon Buyer.



10. Conditions. The obligation of Buyer to consummate the transaction contemplated by this Agreement is, at the option of Buyer, subject to the satisfaction, at or prior to the Closing Date, of the following conditions, which, if not so satisfied, shall entitle Buyer at its option to terminate its obligations under this Agreement.

(m) All proceedings taken in connection with the transaction contemplated hereby and all instruments and documents incident thereto shall be satisfactory in form and substance to Buyer and its counsel.

(n) Buyer shall acknowledge at closing that, as of closing:

iv. The Representations and warranties of Seller in Paragraph 7 hereof are true and correct.

v. This Agreement, the sale, conveyance, assignment and transfer of the Assets to Buyer pursuant to the terms hereof, have been duly authorized by all necessary corporate action on the part of Seller, and this Agreement has been duly executed and delivered and constitutes a legal, valid and binding obligation of Seller, enforceable in accordance with its terms.

vi. Bills of Sale, (Exhibit B), assignments, and other instruments of transfer delivered to Buyer pursuant to this Agreement have been duly executed and delivered and convey to Buyer good and marketable title to the assets of Seller to be sold hereunder.

vii. Seller, after reasonable inquiry, know of no litigation, proceeding or investigation pending or threatened against Seller which would materially adversely affect the Assets or operations or their right to consummate the transactions contemplated hereby, and none of the operations of Seller are in material violation of any existing federal, state or local environmental, safety or health law, regulation or rule.

11. Seller's execution of a Bill of Sale to the Assets to be identified in Exhibit "A" attached hereto shall be deemed to constitute an acknowledgment that the representations and warranties contained in this Paragraph 9(b) are true, correct, valid and enforceable as of the Closing Date.

(o) The representations and warranties of Seller made in this Agreement or any document or certificate delivered to Buyer pursuant hereto shall be true and correct on and as of the Closing Date with the force and effect as though such representations and warranties had been made on and as of the Closing Date, to such effect, certified by Seller.

(p) Seller shall have fully performed and complied with all covenants, terms and agreements to be performed and complied with by Seller on or before the Closing Date.

(q) On the Closing Date no action or proceeding against Seller before any court or governmental body shall be pending or threatened wherein an unfavorable judgment, decree or order would prevent the carrying out of this Agreement or any of the transactions or events contemplated by this Agreement or cause such transactions to be rescinded,

require Seller to divest itself of any of its assets or properties of which, in the opinion of counsel for the Buyer, would make the transactions contemplated hereby imprudent.

(r) Buyer shall have received such other certificates, documents, assignments, instruments as counsel for Buyer shall reasonably request in order to consummate the transactions contemplated by this Agreement.

12. Miscellaneous.

(s) Except as otherwise provided for herein, each of the parties hereto shall pay its own expenses in connection with the transactions contemplated by this Agreement.

(t) The parties hereto agree to execute and deliver all such further instruments and take such other further action as may be reasonably necessary or appropriate to carry out the provisions of this Agreement and the intention the parties as expressed herein.

(u) All representations, warranties, covenants and agreements made by Seller and Buyer in this Agreement or pursuant to this Agreement shall survive the Closing Date. Notwithstanding any investigation conducted before or after the Closing Date, a party shall be entitled to rely upon the representations and warranties of the other party as set forth in this Agreement.

(v) This instrument contains the entire Agreement between the parties hereto with respect to the transactions contemplated herein. The parties hereto expressly agree that this Instrument supersedes and rescinds any prior written agreement between them pertaining to the sale of the Assets. This Agreement may not be amended, modified or discharged orally or otherwise than in writing, executed by all the parties hereto or the respective successors or assigns.

(w) This Agreement and the transactions and other instruments provided for herein shall be governed as to their validity, interpretation and effect by the laws of the State of Missouri, and may only be judicially enforced in any court of competent jurisdiction sitting in St. Louis, Missouri. This Agreement will be binding upon the respective successors and assigns of the parties hereto.

(x) Seller hereby indemnifies and holds Buyer harmless from and against any and all claims, lawsuits, to the extent applicable.

(y) Nothing herein shall be construed as an agreement by Buyer to assume any contract to which Seller is a party or to hire any person currently employed by Seller in conjunction with the operation of the Assets.

(z) All covenants shall be binding upon and shall extend to the heirs, personal representatives, successors and assigns of the parties.

(aa) In the event any term, condition, covenant or agreement herein shall be deemed or declared to be invalid or unenforceable by any court of competent jurisdiction, such invalid

or unenforceable term, etc., shall be severed from the remaining valid terms of this Agreement and shall not affect the validity or enforceability of such valid terms.

(ab) Time is of the essence in this Agreement.

This Agreement shall include those portions of this instrument denoted Recitals as well as those denoted Agreement.

IN WITNESS WHEREOF the parties have caused this agreement to be duly executed on this the 1st day of March, 2017.

[SELLER]:

By: 

Gregg Garland

President/CEO

BY: 

John Schwartz

COO

BUYER

By: 

John Mercurio

BUYER

By: 

Lowell Wisner