

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM578168

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Ollydog, Inc.		10/03/2017	Corporation: WASHINGTON
RECEIVING PARTY DATA			
Name:	Russi USA Inc.		
Street Address:	1711 Pearl St.		
Internal Address:	#101		
City:	Boulder		
State/Country:	COLORADO		
Postal Code:	80302		
Entity Type:	Corporation: COLORADO		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	3072100	OLLYDOG	
Registration Number:	3072096	OLLYDOG	
CORRESPONDENCE DATA			
Fax Number:	8009610363		
<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:	(314) 749-4059		
Email:	pto@yourtrademarkattorney.com		
Correspondent Name:	Morris E. Turek		
Address Line 1:	167 Lamp and Lantern Village, #220		
Address Line 4:	Chesterfield, MISSOURI 63017-8208		
NAME OF SUBMITTER:	Morris E. Turek		
SIGNATURE:	/met20/		
DATE SIGNED:	05/27/2020		
Total Attachments: 6			
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BILL OF SALE AND ASSIGNMENT AND ASSUMPTION AGREEMENT

This bill of sale and assignment and assumption agreement is entered into on October 3rd, 2017, between Russi USA Inc. (the "Buyer"), and Ollydog Inc. (the "Seller").

The Seller has agreed to sell and the Buyer has agreed to purchase the Purchased Assets free and clear of any and all liens and encumbrances, (as defined below).

Therefore, the parties agree the Purchased Assets are as follows and as set forth:

- **"Fixed Assets"** means all of the fixed plant and machinery, furniture, utensils, templates, tooling, implements, chattels and equipment wherever situated belonging to the Seller and used or intended for use in connection with the Business attached or fixed to the property as at the Transfer Date.
- **"Goodwill"** means the right to use the Business Name, the Domain Names and the Website, telephone numbers, Customer lists and any other contacts or numbers reasonably required by the Buyer;
- **"Intellectual Property Rights"** means all copyright, trademarks, service marks, trade, business and domain names, patents, rights in goodwill or to sue for passing off, unfair competition rights, rights in designs, database rights, moral rights, rights in confidential information (including know-how and trade secrets) and any other intellectual property rights, in each case whether registered or unregistered and including all applications for and renewals or extensions of such rights, and all similar or equivalent rights or forms of protection in any part of the world;
- **"Moveable Assets"** means all assets of the Business including the machinery and equipment, fixtures and fittings, utensils, templates, tooling, implements, chattels, IT system, spare parts used or

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intended for use in connection with the Business as set out in Part 1 of Schedule 1;

- "Accounts Receivable" means all assets of the Business including all amounts owed to the Seller by customers at the time of the sale.
- "Inventory," as set forth on Balance Sheet as of the effective date including raw materials WIP and Finished Goods.
- "Cash" as set forth on Bank Statement as of the effective date.

1. No Other Assumption of Liabilities. Except for the debt to Dan Landon in the amount of [REDACTED] (to be repaid in full within 36 months, with a minimum monthly payment amount of at least [REDACTED]) Buyer does not assume any other obligation or liability of the Seller or the Owner, and the Seller or the Owner or both, as applicable, will continue to be liable for any and all liabilities of the Seller or the Owner or both. The Buyer does not assume any liability under the Assumed Contracts arising before the Effective Date. The Seller will not be responsible for any liability that arises from the Buyer's operation of the Business after the Effective date.

2. Purchase Price. The purchase price is [REDACTED]. [REDACTED] Net sales are defined as Total Sales less Discounts, Credits and Allowances. The effective start date of the [REDACTED] calculation will commence on March 1st 2018.

- The Buyer shall report all Net sales figures to the Seller within 15 days of the close of the month.
- The payment of [REDACTED] of net sales is due within 30 days following the reporting of the net sales of each month.
- If the Buyer fails to make payment on time, the Seller will demand payment by certified letter given by first class mail, return receipt requested, nationally recognized overnight delivery service and give the Buyer 45 days from letter date to remedy the late payment. If payment isn't remedied on time, the Seller has the right to reclaim

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- the assets of the company or exercise other legal measures.
- In the event of a sale of the Company Assets by the Buyer to a 3rd party, the seller shall receive [REDACTED] of the proceeds from the sale, or, shall have the first rights of refusal to match the sale price and purchase the company assets back. Either event will release the Buyer from any further obligation to pay the Seller [REDACTED] of net sales.
3. Representations and Warranties. The Seller and the Owner, jointly and severally, represent and warrant to the Buyer that all of the representations and warranties set forth in the Financial Statements are true and correct in all respects as of the date of this agreement.
 4. Further Actions. At any time, and from time to time, after the date of this agreement the Seller shall execute and deliver or cause to be executed and delivered to the Buyer such other instruments and take such other action, all as the Buyer may reasonably request, in order to carry out the continuation and normal operation of the Ollydog Inc. business.
 5. Governing Law; Venue. This agreement and the transactions contemplated hereby will be construed in accordance with and governed by the internal laws (without reference to choice or conflict of laws principles) of the State of Colorado.
 6. Notices. All notices and other communications under this agreement must be in writing and given by first class mail, return receipt requested, nationally recognized overnight delivery service, such as Federal Express, or personal delivery against receipt to the party to whom it is given, in each case, at the party's address set forth in this section 11 or such other address as the party may hereafter specify by notice to the other parties given in accordance with this section. Any such notice or other communication will be deemed to have been given as of the date the applicable delivery receipt for such communication is executed as received or in the case of mail, three days after it is mailed.

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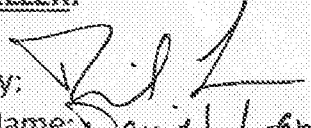
7. Miscellaneous. This agreement may not be modified or amended except by a writing signed by the parties. This agreement is not intended to confer upon any person or entity not a party (or their successors and permitted assigns) any rights or remedies hereunder. Any provision in this agreement that is held to be invalid, illegal, or unenforceable in any respect by a court of competent jurisdiction will be ineffective only to the extent of such invalidity, illegality, or unenforceability without affecting in any way the remaining provisions hereof; provided, however, that the parties will attempt in good faith to reform this agreement in a manner consistent with the intent of any such ineffective provision for the purpose of carrying out such intent. The Exhibits and Schedules to this agreement are a material part of this agreement and are incorporated by reference herein.

Each of the undersigned has caused this bill of sale and assignment and assumption agreement to be duly executed and delivered as of the date first written above.

BUYER:

By:
Name:
Title:
October 3 2018

SELLER:

By: 
Name: Daniel Landan
Title: President
October 3, 2018

Schedule 1

Purchased Assets

"Purchased Assets" means all of the assets of the Seller used or useful in the operation of the Business, including the following assets, but specifically excluding the Excluded Assets:

- a) all books, records, mailing lists, customer lists, advertising and



promotional materials, equipment maintenance records, and all other documents used by the Seller in the Business (whether in hard copy or electronic form);

- b) all computers and related software, websites, office equipment, and office supplies used by the Seller in the Business;
- c) fixtures and furniture used by the Seller in the Business;
- d) phone system and any other technological equipment used by the Business;
- e) the trade name "Olly Dog" and Ollydog Inc. and associated goodwill and all copyrights, patents, trademarks, trade secrets, and other intellectual property and associated goodwill;
- f) the telephone numbers: 510-540-7192 and 510-540-7193
- g) the internet domain name www.Ollydog.com and all variants owned by the Seller and/or used in the Business;
- h) all social media accounts, including, without limitation Facebook, Google Plus, LinkedIn, Twitter and YouTube accounts, used in the Business; and
- i) the "Inventory," as set forth on Balance Sheet.
- j) the "Accounts Receivables" as set forth on Balance Sheet.
- k) "Cash accounts" as set forth on Balance Sheet

6. Financial Information; Ordinary Course. The financial information the Seller provided to the Buyer is accurate, correct, and complete, is in accordance with the books and records of the Seller, and presents fairly the results of operation and financial condition of the Seller's Business. The Seller has operated the Business in the ordinary course before the Effective date.

10. Title; Condition of Purchased Assets. The Seller has good and marketable title to all of the Purchased Assets free and clear of all liens and encumbrances. Pursuant to this agreement, the Seller conveys to the Buyer good and marketable title to all of the Purchased Assets, free and clear of all liens and encumbrances. The inventory is salable in the ordinary course of business and consists of items that are current, standard, and first-quality.

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11. **Product Warranties.** The Seller provides no express or implied warranty, indemnification, or guarantee to any of its customers at any time in excess of the warranty provided by the applicable product manufacturer. Each product sold or service rendered by the Seller is and has been sold or rendered, as applicable, in conformity with all applicable contractual commitments and all express and implied warranties, and the Seller does not have any liability (and there is no basis for any present or future proceeding) for replacement or repair thereof or other damages, liabilities, or obligations in connection therewith.

Schedule 5

1. The Seller and the Owner shall hold the Confidential Information in confidence and shall not use the Confidential Information for any purpose other than in furtherance of the Buyer's operation of the Business without the Buyer's express written consent. The Seller and the Owner recognize that Confidential Information involves one of the Buyer's valuable and unique assets. "Confidential Information" means information directly or indirectly involving the Business that is not available or open to the public generally.

2. The Seller and the Owner each has carefully read and considered the provisions of this Agreement and, having done so, agrees that the restrictions set forth herein are fair and reasonable given the terms and conditions of this agreement, the nature of the Seller's and its affiliates' business, the area in which the Seller and its affiliates market their products and services, and the consideration being provided pursuant to this agreement. In addition, the Seller and the Owner each specifically agrees that the length, scope, and definitions used in the covenant not to compete are fair and reasonable.

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