503841998 05/25/2016

# PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 EPAS ID: PAT3888646

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT

#### **CONVEYING PARTY DATA**

Name	Execution Date
MICHAEL KITCHENS	11/05/2012

### **RECEIVING PARTY DATA**

Name:	QT DOG, LLC
Street Address:	4419 MINT WAY
City:	DALLAS
State/Country:	TEXAS
Postal Code:	75236

# **PROPERTY NUMBERS Total: 1**

Property Type	Number
Patent Number:	D563608

### **CORRESPONDENCE DATA**

**Fax Number:** (214)333-4477

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.

Phone: 214-333-4477
Email: qtdog@usa.net
Correspondent Name: LEA SMITH
Address Line 1: 4419 MINT WAY

Address Line 4: DALLAS, TEXAS 75236

NAME OF SUBMITTER:	LEA SMITH
SIGNATURE:	/lea smith/
DATE SIGNED:	05/25/2016
	This document serves as an Oath/Declaration (37 CFR 1.63).

### **Total Attachments: 4**

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PATENT 503841998 REEL: 038715 FRAME: 0619

# ASSIGNMENT OF PATENT

sddress is Michoel B. I. "Assignee");	THIS ASSIGNMENT OF PATENT (the "Assignment") entered into this lay of Neverber 2012, by and between 27 Don, LLC whose full HIP Mint Was, Dellas, TX 15236 (hereinafter the "Assignor") and Ct Ler whose full address is 4/108 Manmouth Castle, Rd. (hereinafter the Virginia, Beach, VA 23456
assign, transfe	IN CONSIDERATION of one dollar (\$1.00), the receipt of which is hereby, and for other good and valuable consideration, the Assignor does hereby sell, or, and convey to the Assignee, its successors, and assigns, all of the Assignor's linterest in and to the following patent (the "Patent"):
1. Patent	United States Design Potent
Patent	Application Number: 145 D563,608 S
Invent	ors: Michael B. Kildson
Owner	Muhael B Kitcher
Applic	ants: Midael B. Kitchen
Filed:	April 19, 2006 1000 1000
Open (	o Public Inspection:

2. The Assignor further hereby covenants that it will, at any time, upon the request of the Assignee, execute and deliver to the Assignee any new or confirmatory instruments and to perform (at the Assignee's reasonable expense) any other acts which the Assignee may reasonably request in order to fully assign and transfer to and vest in the Assignee all of the Assignor's right, title, and interest in and to the Patent.

Abstract: <u>USOOD563602S</u>

- 3. This Assignment included all of the Assignor's right to all income, royalties, damages, and payments now or hereafter due and payable, and in and to all causes of action, either in law or in equity, and the right to sue, counterclaim, and recover for past, present, and future infringement of the rights assigned or to be assigned under this Assignment, as fully and entirely as the same would have been held and enjoyed by the Assignor if this sale and assignment had not been made.
- 4. Nothing contained herein shall be deemed or construed as an assignment of any rights of the Assignor or any related or future inventions or intellectual property.

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DATED this 6th day of November 2892

(ASSIGNOR)

Title: PRESIDENT

I have authority to bind the Company.

or if Assignor is an individual

(Assignor)

ADDENDUM CLAUSE: If the purchase agreement between QT Dog LLC (Dallas, Texas) and brake-fast LLC (Virginia Beach, Virginia) date November  $5^{th}$ , 2012 is breeched or all stipulated payments are not made this assignment shall be void and all rights shall revert to orginial assignee.

Michael Kitchen

Date:

Purchase Agreement (two pages) Entered Into By QT Dog, LLC 391 E. Las Colinas Blvd; Suita 130-506, Irving, Texas 75039 and Brake-Fast, Inc; LLC 1083 independence Blvd; #119, Virginia Beach, Virginia 23455.

In exchange for consideration in the amount of \$100,000.00 QT Dog, LLC agrees to Purchase from Brake-Fast, In; LLC the following tangible and intangible assets. Terms and conditions are spelled out in this agreement.

Brake-Fast, by signing this sales agreement, certifies that all hard assets and intellectual property are free of any liens or encumbrances. If any such liens or encumbrances arise after the execution of this agreement it shall be deemed an abrogation of this agreement and Brake Fast will be responsible for curing such at its own expense.

#### Hard Assets To Be Purchased:

All existing inventory of Brake-Fast pet feeding bowls

All Tooling, Dies, and Fixtures required manufacturing the complete line of Brake-Fast pet feeding bowls

All promotional materials including flyers, images, banners, and trade show exhibit paraphernalia

#### Intellectual Property To Be Purchased:

Design Patent D563608S

Trademark and Copyright protection pertaining to Brake-Fast Bowls

All manufacturing files, drawings, CAD files pertaining to the existing Brake-Fast bowl line as well as all data concerning contemplated extensions to the line i.e. toy dog bowl and equine bowl

#### Intangible Property To Be Purchased:

<u>www.Brake-Fast.net</u> website, any toll free phone numbers, incoming and outgoing e-mail addresses, UPC registration and numbers, customer lists, digital images and media, trade show and promotional materials.

Assignment to QT Dog, LLC of all rayalty and licensing agreements in place benefiting Brake-Fast, LLC including the angoing agreement with PetEdge, Inc.

#### Payment Schedule:

\$5,000.00 upon execution of this agreement. \$5,000.00 after successful testing of the tooling at QT's plant. Brake-Fast, Inc; LLC will ship the tooling to QT Dog, LLC, with all documentation required to have it released through United States Customs upon arrival, within seven working days from the signing date

of this agreement. QT Dog, LLC shall make every effort to expedite the process of testing the tooling and expects that it will take approximately six weeks after the receipt of the tools from China. QT Dog, LLC

will cover the cost of shipping, by sea, the tools from China. If the tooling proves to be incompatible with the available machines and requires major overhaul or if the tooling arrives incomplete or damaged QT Dog. LLC reserves the right to cancel this agreement. Disposition of the tools at that point will be the responsibility of Brake-Fast.

\$3,750.00 per month (total of \$90,000) for the twenty four months commencing thirty days after the date the tooling was approved.

The agreement shall be governed, construed, and interpreted under the laws of the State of Texas.

Agreed to:

Michael Kitchen, Brake-Fast, LLC

Gulzar Rana, QT Dog, LLC (Date)

**PATENT REEL: 038715 FRAME: 0623** 

RECORDED: 05/25/2016