503907608 07/08/2016

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 EPAS ID: PAT3954260

SUBMISSION TYPE:	CORRECTIVE ASSIGNMENT
NATURE OF CONVEYANCE:	Corrective Assignment to correct the PROPERTY NUMBER previously recorded on Reel 038739 Frame 0592. Assignor(s) hereby confirms the THE PCT APPLICATION NUMBER US2012026950 SHOULD BE CORRECTED TO US2016026950.

CONVEYING PARTY DATA

Name	Execution Date
JAMES UMLAUF	05/04/2016

RECEIVING PARTY DATA

Name:	SEAT COVERS PRO, LLC
Street Address:	100 FAIRWAY DRIVE
Internal Address:	SUITE 106
City:	VERNON HILLS
State/Country:	ILLINOIS
Postal Code:	60061

PROPERTY NUMBERS Total: 5

Property Type	Number
Application Number:	15093592
Application Number:	62179236
Application Number:	62283114
Application Number:	62283136
PCT Number:	US2016026950

CORRESPONDENCE DATA

Fax Number: (405)270-7223

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.

Email: zach.oubre@mcafeetaft.com
Correspondent Name: ZACHARY A.P. OUBRE

Address Line 1: TWO LEADERSHIP SQUARE, 211 N. ROBINSON

Address Line 2: MCAFEE & TAFT, 10TH FLOOR

Address Line 4: OKLAHOMA CITY, OKLAHOMA 73102

ATTORNEY DOCKET NUMBER: 79260.36

NAME OF SUBMITTER: ZACHARY A.P. OUBRE

SIGNATURE: /Zachary A.P. Oubre/

PATENT 503907608 REEL: 039291 FRAME: 0432

DATE SIGNED:	07/08/2016	
Total Attachments: 10		
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PATENT REEL: 039291 FRAME: 0433

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2

SUBMISSION TYPE: NEW ASSIGNMENT

NATURE OF CONVEYANCE: ASSIGNMENT

CONVEYING PARTY DATA

ſ	Name	Execution Date
JAN	MES UMLAUF	05/04/2016

RECEIVING PARTY DATA

Name:	SEAT COVERS PRO, LLC
Street Address:	100 FAIRWAY DRIVE
Internal Address:	SUITE 106
City:	VERNON HILLS
State/Country:	ILLINOIS
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PROPERTY NUMBERS Total: 5

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CORRESPONDENCE DATA

Fax Number: (405)270-7223

Phone: 405-270-6023

Email: zach.oubre@mcafeetaft.com

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that is unsuccessful, it will be sent via US Mail.

Correspondent Name: ZACHARY A.P. OUBRE

Address Line 1: TWO LEADERSHIP SQUARE, 211 N. ROBINSON

Address Line 2: MCAFEE & TAFT, 10TH FLOOR

Address Line 4: OKLAHOMA CITY, OKLAHOMA 73102

ATTORNEY DOCKET NUMBER: 79260.36

PATENT 7/8/2016 3:52 PM REEL: 039291 FRAME: 0434

NAME OF SUBMITTER	ZACHARY A.P. OUBRE
Signature:	/Zachary A.P. Oubre/
Date:	05/27/2016
Total Attachments: 8 source=Fully Executed - Intellectual Property Assignment Agmt#page1.tif source=Fully Executed - Intellectual Property Assignment Agmt#page2.tif source=Fully Executed - Intellectual Property Assignment Agmt#page3.tif source=Fully Executed - Intellectual Property Assignment Agmt#page4.tif source=Fully Executed - Intellectual Property Assignment Agmt#page5.tif source=Fully Executed - Intellectual Property Assignment Agmt#page6.tif source=Fully Executed - Intellectual Property Assignment Agmt#page7.tif source=Fully Executed - Intellectual Property Assignment Agmt#page8.tif	
RECEIPT INFORMATION	
EPAS ID:	PAT3893831
Receipt Date:	05/27/2016

PATENT $7/8/2016 \ 3:52 \ PM$ REEL: 039291 FRAME: 0435

INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT (this "Assignment") is entered into and effective as of May 4, 2016, by and between VERSALIVING, LLC, an Arizona limited liability company, JAMES UMLAUF, MARGARET UMLAUF (the foregoing parties, collectively, "Assignors"), and SEAT COVER PRO, LLC, a Texas limited liability company ("Assignee"), each individually referred to as a "Party" and collectively referred to as the "Parties."

WHEREAS, Assignors and Assignee are parties to that certain Asset Purchase Agreement dated as of May 4, 2016, by and among Assignors, Assignee, and Jerdon Style, LLC, a Texas limited liability company (the "Asset Purchase Agreement").

WHEREAS, pursuant to the Asset Purchase Agreement, Assignors have agreed to transfer to Assignee all of Assignors' right, title and interest in and to the Intellectual Property and the goodwill accrued in connection and associated therewith, including but not limited to, the intellectual property owned by Assignors, which is listed in <u>Schedule 1.1.7</u> of the Asset Purchase Agreement and further identified on <u>Exhibit A</u> attached hereto.

WHEREAS, Assignee is desirous of acquiring the full right, title and interest in, to and under the Intellectual Property and the goodwill accrued in connection and associated therewith.

NOW, THEREFORE, in consideration of the foregoing and the mutual promises, covenants and conditions contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto, intending to be legally bound, hereby agree as follows:

- 1. <u>Definitions</u>. Capitalized terms not defined herein shall have the meanings ascribed thereto in the Asset Purchase Agreement.
- 2. <u>Assignment</u>. Assignors do hereby assign, transfer, convey and set over unto Assignee their full right, title and interest, including common law rights, in, to and under the Intellectual Property, including all goodwill accrued in connection and associated therewith, and the exclusive right to enforce the Intellectual Property in the sole name of Assignee, including the right to sue for past infringement if any there may be.
- 3. <u>Covenant by Assignors</u>. Assignors agree that they will, upon Assignee's reasonable request, execute and deliver all such instruments and other documents as may be reasonably necessary or desirable to perfect Assignee's title in, to and under the Intellectual Property, including all goodwill accrued in connection and associated therewith. Assignors hereby covenant that no assignment, sale agreement or encumbrance has been or will be made or entered into by Assignors that would conflict with this assignment.
- 4. <u>Further Assurances</u>. Assignors further agree that Assignors will reasonably cooperate with Assignee in any enforcement action related to the Intellectual Property. With respect to any patents or patent application, Assignors further covenant that Assignors will, upon request, promptly provide all pertinent facts and documents relating to the any patent or pending application and the invention described therein, any patent applications claiming priority to the

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pending patent or patent application, and any patents issuing from pending patents or applications as may be known and accessible to Assignors.

- 5. <u>Domain Names</u>. With respect to any domain names included in the Intellectual Property, Assignors will provide reasonable assistance in transmitting account information or transferring domain names as may be reasonably required by Assignee.
- 6. <u>Counterparts</u>. This Assignment may be executed in counterparts, each of which shall be deemed to be an original, but all of which together shall constitute a single agreement.
- 7. Governing Law. This Assignment shall be governed by, and construed in accordance with the internal laws of the State of Delaware (without reference to its choice of law rules that would require the application of the laws of any other jurisdiction).

[Signature Page Follows]

2

IN WITNESS WHEREOF, the Postics hereto, intersting to be legally houral thereby, have executed the Assignment as of the date first written above.

SMCNUL	VERSALIVANG, LLC, an Actional limited liability company By: Name: Margaret Unitarit Title: Chief Executive Officer
STATE OF Maricope COUNTY OF Maricope This instrument was acknowledged Margaret Hadaud, as Chief Executability company.	Murthlewi o d'Günkoz, Heitery Peblic - Antres Maricoga Catally My Germa. Explire (Jz18, 2218
My Conjunissipa lixpires: 27/eE/3018	Nessy Paula: 343448 Cesauriesioner No.: 343448
assignor.	JAMES MALAUF
STATE OF AVIZONA COUNTY OF Macisale This instrument was acknowledge James Ustiasal	d before me on the day of Maly , 2016, by
My Compelssiço Expans. 67/68/3618	Notary Public Examinissioner No.: 3,53448

(Signature Page to Intellocand Property Assignment Agreement)

PATENT REEL: 039291 FRAME: 0438

ASSIGNOR:	MARGARET UMLAUP
	thoget Umlant
STATE OF Av. 2000	MEATING WID OF GONSACH PROSECT FACILITY AND
COUNTY OF MARICE	
This instruction was asknowledg Margaret Umfacif	ed before rise on the 4 day of <u>Play</u> . 2016, by
My Congenassion Expires. さずんか (プログランス	Notary Poblis: Commissioner No.: 3034/48
ASSIGNEE:	SEAT COVER PRO, LLC, a Texas limited
· (4) (2) (2) (2) (2) (3) (4) (4) (4) (4) (4) (4) (4) (4) (4) (4	liability company
14. No. 20. 14. 14. 14. 14. 14. 14. 14. 14. 14. 14	liabitity company
	liability exempany 195: Name: Bruce Chicae
	liability exempany 195: Name: Bruce Chicae
TATE OF	liability exempany 195: Name: Bruce Chicae

(Signature Page to Intellectual Property Assignment Agreement)

ASSIGNOR:	MARGARET UMLAUF
STATE OF	
COUNTY OF	
This instrument was acknowledged before Margaret Umlauf.	me on the, 2016, by
My Commission Expires:	Notary Public Commissioner No.:
ASSIGNEE:	SEAT COVER PRO, LLC, a Texas limited liability company By: Name: Brice Grieve Title: Manager
STATE OF Alasta Ala	
STATE OF <u>Nevada</u> COUNTY OF <u>Clark</u>	
This instrument was acknowledged before Bruce Grieve as Manager of SEAT COVER	me on the 3rd day of May, 2016, by PRO, LLC, a Texas limited liability company.
My Commission Expires:	Olf Cholus Notary Public Commissioner No.: 10-2946-1
	CLIFF ANDERSON NOTARY PUBLIC STATE OF NEVADA My Commission Expires: 07-15-18 Certificate No: 10-2946-1

[Signature Page to Intellectual Property Assignment Agreement]

Exhibit A

All intellectual property owned by VersaLiving, LLC, James Umlauf, or Margaret Umlauf, including, without limitation, the following:

Patents:

- Patent Application Number: 1421-P-1PRO
- Patent Application Number: 1421-P-2PRO
- Patent Application Number: 1421-P-3PRO
- Patent Application Number: PCT/US2016/026950
- Serial No.: 15/093,592

Trademarks:

- 4Knines (Reg. No. 4,582,042)
- VersaVia (Reg. No. 1421-T-1)¹

Service Marks:

- None

Domain Names:

<u>Domain</u>	Expires	
4Knines.com	4/25/20	blog.4knines.com
4Knines.biz	3/23/17	
4Knines.co	3/23/17	
4Knines.net	3/23/17	
4kninessucks.com	3/23/17	
4kninessucks.net	3/23/17	
4knines.info	3/24/17	
4knines.org	3/24/17	
4knines.rocks	3/24/17	
4kninessucks.info	3/24/17	
4kninessucks.org	3/24/17	
4knines.us	4/25/17	
4canines.com	8/2/17	
4k9s.net	9/15/17	
4k9s.com	5/30/20	
fork9s.com	8/2/20	
forknines.com	8/2/20	
versavia.com	???	

¹ This VersaVia trademark application was initially declined and needs to be resubmitted by September 19, 2016.

Social Media:

Youtube: https://www.youtube.com/user/VersaLiving

Shopify: http://4knines.myshopify.com

Pinterest: https://www.pinterest.com/4knines/
Pinterest: https://www.pinterest.com/versavia0069
Facebook: https://www.facebook.com/4kninesProducts

Facebook: https://www.facebook.com/VersaViaProducts/

Instagram: https://www.instagram.com/4knines/

Google +: https://plus.google.com/u/0/b/106461834839371796627/+4knines-pet-dog-seat-

covers-liners/videos? ga=1.123091211.1250456413.1459356374

Twitter: https://twitter.com/4Knines

ActiveAccounts

Wistia

ActiveCampaign

Yotpo

FeedbackGenius

Feedbackz

Survey Monkey

Zapier

Wishpond

Copyrights:

- See attached
- See attached

Certificate of Registration



RECORDED: 07/08/2016

This Corrigions issued under the said of the Copyright Office in secondaries with title 17, United States Code, attent that registration has been made for the work themfield below. The information on this certificate has been made a part of the Copyright Office records.

United States Register of Copyrights and Parcetor

VAu 1-237-471 Effective Date of Registration: November 09, 2015

Registration Number

fitte	
Title of Work:	EDIFFE
Completion/Publication	
Year of Completion:	2013
Author	
 Author: Author Created: Citizen of: Dondeiled in: 	United States
Copyright Claimant	
Copyright Claimant	James Umbauf 3828 West happy valley Rd, Suite 141-466, Glendale, AZ, 85310, United States
Rights and Permissions	
Namer Email: Telephone: Address:	mili@venishving.com (480)818-2399
Certification	
Name Date	W. W. W. W. W. W.
Copyright Office notes	: Basis for Registration: unpublished collection

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