

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM368151

<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>
Retain Innovation Group Inc.		09/23/2015	CORPORATION: OREGON
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	TheClymb		
<b>Street Address:</b>	1150 Laurel Ln Ste 190		
<b>City:</b>	San Luis Obispo		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	93401		
<b>Entity Type:</b>	CORPORATION: CALIFORNIA		
<b>PROPERTY NUMBERS Total: 3</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4832047	THE CLYMB	
<b>Registration Number:</b>	4753459	WILDER & SONS	
<b>Registration Number:</b>	4117106	THE CLYMB	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	8055468015		
<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>	8055468785		
<b>Email:</b>	elliott@carnaclaw.com		
<b>Correspondent Name:</b>	Emilie K. Elliott/Carmel & Naccasha LLP		
<b>Address Line 1:</b>	1410 Marsh Street		
<b>Address Line 4:</b>	San Luis Obispo, CALIFORNIA 93401		
<b>ATTORNEY DOCKET NUMBER:</b>	810.025		
<b>NAME OF SUBMITTER:</b>	Emilie K. Elliott		
<b>SIGNATURE:</b>	/emilie k. elliott/		
<b>DATE SIGNED:</b>	01/06/2016		
<b>Total Attachments: 9</b>			
source=LLS -2015.09.23 Assigment of Intellectual Property#page1.tif			
source=LLS -2015.09.23 Assigment of Intellectual Property#page2.tif			
source=LLS -2015.09.23 Assigment of Intellectual Property#page3.tif			

OP \$90.00 4832047

source=LLS -2015.09.23 Assigment of Intellectual Property#page4.tif  
source=LLS -2015.09.23 Assigment of Intellectual Property#page5.tif  
source=LLS -2015.09.23 Assigment of Intellectual Property#page6.tif  
source=LLS -2015.09.23 Assigment of Intellectual Property#page7.tif  
source=LLS -2015.09.23 Assigment of Intellectual Property#page8.tif  
source=LLS -2015.09.23 Assigment of Intellectual Property#page9.tif

## ASSIGNMENT OF INTELLECTUAL PROPERTY

This ASSIGNMENT OF INTELLECTUAL PROPERTY (this "Assignment"), is entered into and made effective as of September 23, 2015 (the "Effective Date") by and among THECLYMB, a California corporation (the "Assignee"), and RETAIL INNOVATION GROUP, INC., an Oregon corporation d/b/a THE CLYMB (the "Assignor").

WHEREAS, pursuant to that certain Asset Purchase Agreement, dated as of September 23, 2015, by and among the Assignee, the Assignor and the other parties named therein (the "Purchase Agreement"), the Assignor has agreed to sell, assign, transfer, convey and deliver to the Assignee, and the Assignee has agreed to purchase and acquire from the Assignor, all of the Assignor's right, title and interest in, to and under the Intellectual Property Rights owned by the Assignor and used or held for use in or relating to the operation of the Business and has agreed to execute and deliver this Assignment;

WHEREAS, the Assignee and the Assignor are hereby effecting such transfer and assignment of all right, title and interest throughout the world in and to the Domain Names and the other Intellectual Property Rights of the Assignor;

WHEREAS, capitalized terms used and not otherwise defined in this Assignment shall have the respective meanings ascribed to such terms in the Purchase Agreement; and

WHEREAS, this Assignment is being executed and delivered by the parties in connection with the consummation of the transactions contemplated by the Purchase Agreement.

NOW, THEREFORE, in consideration for the execution of the Purchase Agreement, the payment of the consideration stipulated in the Purchase Agreement and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Assignee and the Assignor agree as follows:

### **1. DEFINITIONS**

1.01 "Assigned Copyrights" means: (a) all of Assignor's Copyrights in and to the Assigned Technology; (b) all renewals and extensions thereof; and (c) all of Assignor's rights with respect to such Copyrights.

1.02 "Assigned Intellectual Property" has the meaning set forth in Section 2.01(a) (Assigned Intellectual Property).

1.03 "Assigned Mask Works" means: (a) those Mask Works fixed by Assignor that are embodied exclusively in a product of the Business and any mask work protection available to Assignor in those Mask Works; and (b) all of Assignor's rights with respect to such Mask Works.

1.04 "Assigned Patents" means all Patents set forth on Schedule 1.04.

1.05 "Assigned Technology" means any and all portions of Assignor's Technology used or held for use in the Businesses, including any and all Technology that exists as of the Effective Date and that, immediately prior to the Effective Date, is owned by Assignor or any of its Affiliates, including any of its business units and divisions. Assigned Technology also includes any and all Technology owned or controlled by any Assignor Affiliates under which Assignor or any of its Affiliates has the right to grant any of the assignments of the type and on the terms granted in this Assignment.

1.06 "Copyrights" means: (a) any rights in original works of authorship fixed in any tangible medium of expression as set forth in 17 U.S.C. § 101 *et seq.*; (b) all registrations for and applications to register the foregoing anywhere in the world; (c) all foreign counterparts and analogous rights anywhere in the world; and (d) all rights in and to any of the foregoing, including without limitation those set forth on Schedule 1.06 attached hereto.

1.07 "Domain Names" means the domain names used in the Business, including without limitation those set forth on Schedule 1.07 attached hereto, together with all registrations and applications therefor.

1.08 "Intellectual Property Rights" means any and all rights in Copyrights, Patents, Mask Works, Technology and any other proprietary rights relating to intangible property anywhere in the world, all registrations and applications relating to any of the foregoing, and all foreign counterparts and analogous rights thereto anywhere in the world, but excluding all rights in Trademarks.

1.09 "Mask Work" means: (a) any mask work, registered or unregistered, as defined in 17 U.S.C. §901; (b) all registrations for and applications to register the foregoing anywhere in the world; (c) all foreign counterparts and analogous rights anywhere in the world (including, without limitation, semiconductor topography rights); and (d) all rights in and to any of the foregoing.

1.10 "Non-Patent Intellectual Property Rights" means all rights in Copyrights, Mask Works, Technology and other intangible property anywhere in the world, all registrations and applications relating to any of the foregoing, and all foreign counterparts and analogous rights thereto anywhere in the world, other than any right in any Patent or any Trademark.

1.11 "Patents" means: (a) patents and patent applications, worldwide, including all divisions, continuations, continuing prosecution applications, continuations in part, reissues, renewals, reexaminations and extensions thereof, and any counterparts worldwide claiming priority therefrom; (b) utility models, design patents, patents of importation/confirmation, and certificates of invention and like statutory rights as set forth in 35 U.S.C. § 100 *et seq.*; and (c) all rights in and to any of the foregoing.

1.12 "Registered Intellectual Property" means Intellectual Property that is the subject of an application, certificate, filing, registration or other document issued by, filed with, or recorded by any governmental or quasi-governmental agency or non-governmental registrar (whether provisional, supplemental, or otherwise), anywhere in the world.

1.13 "Software" means computer programs, whether embodied in software, firmware or otherwise, including, software compilations, software implementations of algorithms, software tool sets, compilers, and software models and methodologies (regardless of the stage of development or completion) including any and all: (a) media on which any of the foregoing is recorded; (b) forms in which any of the foregoing is embodied (whether in source code, object code, executable code or human readable form); and (c) translation, ported versions and modifications of any of the foregoing.

1.14 "Technology" means any and all technical information, Software, specifications, drawings, records, documentation, industrial designs, works of authorship or other creative works, ideas, knowledge, know-how, Trade Secrets, invention disclosures or other data including works subject to Copyrights and Mask Works (but does not include Trademarks or Patents).

1.15 "Trademarks" means: (a) trademarks, service marks, logos, trade dress, trade names, domain names indicating the source of goods or services, and other indicia of commercial source or origin (whether registered, common law, statutory or otherwise); (b) all registrations and applications to register

the foregoing anywhere in the world; (c) all goodwill associated therewith; and (d) all rights in and to any of the foregoing, including without limitation those set forth on Schedule 1.16 attached hereto.

1.16 "Trade Secrets" means information, including a formula, pattern, compilation, program, device, method, technique or process, that is not generally known to or readily ascertainable through appropriate means as set forth in the Uniform Trade Secrets Act, and all other rights in or to such confidential and technical information.

## 2. ASSIGNMENT AND TRANSFER OF INTELLECTUAL PROPERTY

2.01 Assigned Intellectual Property. In accordance with this Assignment, Assignor hereby sells, assigns, conveys, transfers and agrees to deliver to Assignee, and Assignee hereby receives and accepts from Assignor, with effect as of the Effective Date:

(a) all of Assignor's right, title and interest in the United States and throughout the world in and to the following (collectively, the "Assigned Intellectual Property"), and any part, component, aspect, element and right thereof: all Assigned Patents, Assigned Copyrights, Assigned Mask Works and Assigned Technology, and all tangible embodiments of any of the foregoing, in any form and in any media, in the possession of the Assignor or other Persons engaged or retained by the Assignor, subject to all licenses and covenants not to assert with respect to any of the foregoing entered into prior to the Effective Date;

(b) the exclusive right to exercise, exploit, assign, transfer, commercialize, develop, improve, and grant rights and licenses under and with respect to any of the Intellectual Property owned by Assignor and referenced in Section 2.01(a), and to sue or otherwise enforce, and continue any suit or other enforcement, for any infringement occurring before or after the Effective Date as well as all statutory, contractual and other claims, demands, and causes of action for royalties, fees, or other income from, or infringement, misappropriation or violation of, any of the foregoing, and all of the proceeds from the foregoing that are accrued and unpaid as of, and/or accruing after, the Effective Date; and

(c) the exclusive right to file, continue, discontinue, prosecute, abandon, maintain, cancel, let expire, apply for and obtain statutory rights and registrations with respect to any Intellectual Property owned by Assignor and referenced in Section 2.01(a), including without limitation any of such Intellectual Property conceived, developed or reduced to practice prior to the Effective Date solely by individuals who were employees of Assignor or any Affiliates of Assignor who worked in or were assigned to the Business immediately prior to the Effective Date and become Assignee employees after the Effective Date, even if the applicable Assignee employment agreement is not signed by such individuals.

2.02 Mandatory Laws. If and to the extent that, as a matter of law in any jurisdiction, ownership, title, or any rights or interest in or to any of the Assigned Intellectual Property cannot be assigned as provided in Section 2.01, (i) Assignor irrevocably agrees to assign and transfer, and hereby assigns and transfers to Assignee all rights (including, without limitation, all economic and commercialization rights) that can be assigned pursuant to Section 2.01 to the fullest extent permissible, and (ii) Assignor irrevocably agrees to grant, and hereby grants, Assignee an unlimited exclusive, irrevocable, assignable, transferable, sublicenseable, worldwide, perpetual, royalty-free license to use, exploit and commercialize in any manner now known or in the future discovered and for whatever purpose, any rights Assignor may have to Assigned Intellectual Property that cannot be assigned as contemplated by Section 2.01.

3. MISCELLANEOUS

3.01 Recording and Further Actions. The Assignor authorizes and requests the Assignee to cause the Assignee to be recorded as the assignee or transferee of the Assigned Intellectual Property and shall, promptly after presentation to the Assignor by the Assignee, use reasonable efforts to execute, or procure the execution of, such transfer documents and provide such information as Assignee may reasonably request, all at Assignee's sole cost and expense.

3.02 Power of Attorney. In addition, Assignor hereby irrevocably constitutes and appoints Assignee, with full power of substitution, as Assignor's true and lawful agent and attorney-in-fact, with full power and authority in its name, place and stead, to execute, swear to, acknowledge, deliver, file and record all documents and other instruments on behalf of Assignor that Assignee determines necessary and appropriate to carry out the matters contemplated by this Assignment. This power of attorney is coupled with an interest and shall survive, and not be affected by, the dissolution and termination of Assignor.

3.03 Other Deliverables. Following the Closing Date, the Assignor agrees to promptly deliver to the Assignee or its legal counsel any additional documents or tangible things that the Assignee may request relating to the investigation, evaluation, preparation, prosecution, maintenance, defense, filing, issuance, registration, assertion or enforcement of the rights in and to the Assigned Intellectual Property.

3.04 Governing Law. This Assignment shall be governed by, and construed in accordance with, the substantive laws of the State of Delaware, without giving effect to any choice or conflict of law provision or rule that would cause the application of the law of any jurisdiction other than the State of Delaware.

3.05 Counterparts. This Assignment may be executed and delivered (including by facsimile, "pdf" or other electronic transmission) in any number of counterparts, each of which shall be deemed to be an original instrument, and all of which together shall constitute one and the same agreement.

3.06 Successors and Assigns. This Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

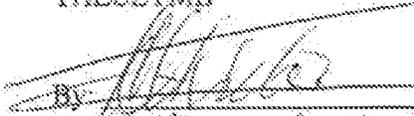
3.07 Headings. The headings contained in this Assignment are for convenience of reference only and shall not affect in any way the meaning or interpretation of this Assignment.

3.08 Relationship to Purchase Agreement. This Assignment is executed and delivered pursuant to, is in furtherance of and is subject to the terms and conditions of, the Purchase Agreement. In the event of any conflict between the terms of the Purchase Agreement and the terms of this Assignment, the terms of the Purchase Agreement shall prevail. Nothing contained in this Assignment shall be deemed to alter, modify, expand or diminish the terms or provisions of the Purchase Agreement.

[Signature Page Follows]

IN WITNESS WHEREOF, each party has caused this Assignment to be duly executed and delivered by its authorized representative as of the date first above written.

THECLYMB

By:   
Name: HELIO A. FIALHO  
Title: PRESIDENT-CEO

RETAIL INNOVATION GROUP, INC.

By:   
Name: CHRIS FERRONI  
Title: CEO

- Schedule 1.04 - Assigned Patents
- Schedule 1.06 - Copyrights
- Schedule 1.07 - Domain Names
- Schedule 1.15 - Trademarks

## **Schedule 1.04 – Assigned Patents**

### **License**

a) Shipping and Transit, LLC, license for ArrivalStar Patents

## Schedule 1.06 – Copyrights

None.

## Schedule 1.07 – Domain Names

- a) theclymb.com
- b) theclymb.it
- c) theclymb.org
- d) theclymb.ca
- e) theclymb.co.uk
- f) the-clymb.com
- g) the-clymb.net
- h) the-clymb.org
- i) clymb.com
- j) clymb.net
- k) clymb.org
- l) clymb.ca
- m) clymb.biz
- n) clymb.co
- o) clymb.co.uk
- p) clymb.info
- q) clymb.me
- r) clymb.mobi
- s) clymb.us
- t) theclimb.com
- u) theclymbcdn.net
- v) clymb.ws
- w) clymb.it
- x) wilderandsons.com
- y) cirqgear.com
- z) revailoptics.com
- aa) zualafitness.com

## **Schedule 1.15 – Trademarks**

### **Trademarks and Trademark Applications**

- 1) “THE CLYMB” Trademark, Principal Register Serial number 85227155; Reg. No. 4117106 – International Class 035.
- 2) “THE CLYMB” Intent to Use Trademark Application, Principal Register Serial number 85227137 – International Classes 025 and 039.
- 3) “WILDER & SONS” Trademark, Principal Register Serial number 85934273; Reg. No. 4753459 – International Classes 018 and 025.