

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM411553

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Gayle Martz, Inc.		09/26/2016	Corporation: NEW YORK
RECEIVING PARTY DATA			
Name:	Worldwise, Inc.		
Street Address:	6 Hamilton Landing		
Internal Address:	Suite 150		
City:	Novato		
State/Country:	CALIFORNIA		
Postal Code:	94949		
Entity Type:	Corporation: CALIFORNIA		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	2574335	SHERPA CLASSIC TRAVELER	
Registration Number:	3050155	SHERPA SINCE 1989	
Registration Number:	1649499	SHERPA'S PET TRADING COMPANY	
Registration Number:	2044070	SHERPA'S PET TRADING COMPANY	
Registration Number:	2213134	SHERPA'S TRADING COMPANY	
CORRESPONDENCE DATA			
Fax Number:	2129499190		
<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:	(212) 949-9022		
Email:	VMTannenbaum@lawabel.com		
Correspondent Name:	Victor Tannenbaum		
Address Line 1:	666 Third Avenue		
Address Line 2:	10th Floor		
Address Line 4:	New York, NEW YORK 10017		
ATTORNEY DOCKET NUMBER:	8005587		
NAME OF SUBMITTER:	Victor Tannenbaum		
SIGNATURE:	/VMT/		
DATE SIGNED:	01/09/2017		

CH \$140.00 2574335

Total Attachments: 11

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TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (this "Trademark Assignment"), dated as of September 26, 2016, is made by and between Gayle Martz, Inc., a New York corporation ("Assignor") and Worldwide, Inc., a California corporation ("Assignee").

WHEREAS, the Assignor and Assignee have entered into that certain Asset Purchase Agreement, dated as of the date hereof, by and among Assignor, Assignee, and Gayle Martz, a natural person (the "Purchase Agreement").

WHEREAS, in connection with the execution of the Purchase Agreement, and subject to the terms and conditions of this Trademark Assignment, Assignor wishes to assign to Assignee, and Assignee wishes to receive, all right, title, and interest in and to the trademark registrations and/or applications set forth on Schedule A and all common law and other rights, worldwide, in and to the trademarks that are the subject of such registrations and/or applications (such rights, collectively, the "Trademarks").

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee agree as follows:

1. Assignor hereby sells, grants, assigns, transfers, and delivers to Assignee all of its rights, title and interests in and to the Trademarks, including without limitation the goodwill of the business appurtenant thereto and which is symbolized thereby, the right to renew any registration therefor, and any and all of Assignor's other rights, privileges and priorities provided under state and federal law of the United States, and under the laws of any and all foreign jurisdictions with respect to the Trademarks, including without limitation, Assignor's common law rights and rights under the laws of unfair competition, to be held and enjoyed by Assignee for its own use and benefit and for the use and benefit of its successors, assigns and legal representatives, to be used as fully and entirely as said rights would have been held and enjoyed by Assignor had this assignment and sale not been made, together with all claims for damage by reason of past, present or future infringement of said Trademark with the right to sue and collect the same for its own use or for the use of its successors, assigns or other legal representatives.
2. This Trademark Assignment shall be construed, performed and enforced in accordance with, and governed by, the laws of the State of New York without giving effect to the principles of conflicts of laws thereof.
3. Assignor agrees upon the request (and at the expense) of Assignee (or its successors, assigns, or legal representatives) to: (i) execute all oaths, assignments, powers and other documents, (ii) testify in any proceedings, and (iii) otherwise fully cooperate with Assignee, in each case to the extent reasonably necessary to perform Assignor's obligations hereunder in connection with transferring, securing, perfecting, enforcing and defending the Trademarks and Assignee's rights related to this Trademark Assignment. In furtherance of the foregoing, Assignor hereby grants to Assignee a limited power-of-attorney with full power of substitution, to execute, deliver and file any documents that Assignor would otherwise be

obligated to execute, deliver or file pursuant to this paragraph, with the same legal force and effect as if executed, delivered or filed by Assignor, and such limited power of attorney shall be deemed coupled with an interest for the purposes of effecting the foregoing assignment, provided, however, that any action taken, and copies of any documents executed, delivered or filed, by Assignee in accordance with that limited power of attorney shall be disclosed and furnished to Assignor and its attorney as soon as practical under the circumstances.

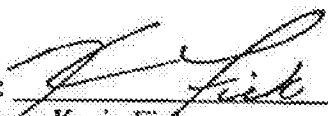
4. This Trademark Assignment may be executed simultaneously in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.
5. Assignor hereby requests the Commissioner of Patents and Trademarks, and the corresponding entities or agencies in any applicable foreign countries, to record Assignee as the assignee and owner of the Trademarks.
6. Assignor hereby represents and warrants that Assignor has the full right to convey the interest assigned by this Assignment, and has not conveyed any interest in or right to the Trademarks to any third party.
7. This Trademark Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have duly executed this Trademark Assignment as of the first date written above.

Gayle Martz, Inc., Assignor

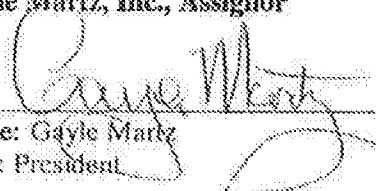
By: _____
Name: Gayle Martz
Title: President

Worldwise, Inc., Assignee

By:  _____
Name: Kevin Fjick
Title: CEO

IN WITNESS WHEREOF, the parties hereto have duly executed this Trademark Assignment as of the first date written above.

Gayle Martz, Inc., Assignor

By: 
Name: Gayle Martz
Title: President

Worldwise, Inc., Assignee

By: _____
Name: Kevin Fick
Title: CEO

Schedule A

See attached.

TRADEMARK REPORT



SHERPA'S PET TRADING COMPANY AND DESIGN I
GAYLE MARTZ, INC.

BENELUX
RENEWAL P.

REG No: 0605611 04/22/2006 Renewal Due: 04/22/2016
APP No: 869700 04/22/1996
ORG No: 605611 10/01/1997
Classes: INT 18, 20

our ref: 851,633

Goods: Transport bags as non foreseen in other classes, traveling bags, small bags to be attached to bigger bags and usable separately, shoulder bags, carrying cases, bags and other containers of the kind for the transport of pets, leashes, collars and harnesses for pets in class 18; Kennels, portable kennels for dogs and cats in class 20.



SHERPA'S PET TRADING COMPANY AND DESIGN I
GAYLE MARTZ, INC.

BRAZIL
Registered

REG No: 820926493 04/23/2012 Renewal Due: 04/23/2022
APP No: 820926493 07/22/1998
ORG No: 820926493 04/23/2002
Class: INT 18

our ref: 849,036

Goods: Leashes, carrying case for animals and portable lodgings.



SHERPA'S PET TRADING COMPANY AND DESIGN I
GAYLE MARTZ, INC.

CANADA
Registered

REG No: TMA475425 04/29/2012 Renewal Due: 04/29/2027
APP No: 750938 03/28/1994
ORG No: TMA475425 04/29/1997
Class:

our ref: 842,018

Goods: Portable kennels for pets.
-----Disclaimer: No claim is made to the exclusive use of the word "Pet" apart from the mark.
-----Declaration of use filed March 24, 1997 on wares.



SHERPA'S PET TRADING COMPANY AND DESIGN I
GAYLE MARTZ, INC.

CHILE
Registered

REG No: 840427 08/27/2008 Renewal Due: 08/27/2018
APP No: 368309 02/07/1997
ORG No: 520469 08/27/1998
Class: INT 18

our ref: 855,288

Goods: Carrying cases and travelling bags for dogs and cats.
-----Disclaimer: No claim is made to the exclusive right to use the term "PET TRADING COMPANY" apart from the mark.

TRADEMARK REPORT



SHERPA'S PET TRADING COMPANY AND DESIGN I
GAYLE MARTZ, INC.

CHINA
Registered

REG No: 913053 12/14/2006 Renewal Due: 12/13/2016
APP No: 95024255 03/09/1995
ORG No: 913053 12/14/1996
Class: int 18

our ref: 846,593

Goods: Pet carrying bags, trunks, suitcases and traveling bags, pocketbooks, handbags, shoulder bags, cosmetic bags, biscuit bags, wallets, pouches, purses, key cases, card cases, passport cases and small zipper bags which attach to the larger bags.



SHERPA'S PET TRADING COMPANY AND DESIGN I
GAYLE MARTZ, INC.

CHINA (TAIWAN)
Registered

REG No: 758139 04/16/2007 Renewal Due: 04/15/2017
APP No: (84)33291 07/04/1995
ORG No: 758139 04/16/1997
Class: int 18

our ref: 848,132

Goods: Pet carrying bags and pouches.

-----Disclaimer: No claim is made to the exclusive use of "Pet trading Company", apart from the mark.



SHERPA'S PET TRADING COMPANY & LOGO
GAYLE MARTZ, INC.

FRANCE
Registered

REG No: 93465589 04/23/2013 Renewal Due: 04/23/2023
APP No: 93465589 04/23/1993
ORG No: 93465589 04/23/1993
Class: Int 18

our ref: 837,610

Goods: Pet products, namely, a carrying case for dogs or cats, leashes, travelling bags and all other goods.



SHERPA'S PET TRADING COMPANY AND DESIGN I
GAYLE MARTZ, INC.

GERMANY
Registered

REG No: 2097237 04/30/2014 Renewal Due: 04/30/2024
APP No: M77624/20WZ 04/09/1994
ORG No: 2097237 06/06/1995
Classes: INT 18, 20

our ref: 842,397

Goods: Kennels, portable kennels for dogs and cats as well as containers and bags for transporting animals; leashes, collars and harnesses for animals.

TRADEMARK REPORT



SHERPA'S PET TRADING COMPANY AND DESIGN I
GAYLE MARTZ, INC.

HONG KONG
Registered

REG No: 200005644 07/29/2015 Renewal Due: 07/29/2025
APP No: 98/10168 07/29/1998
ORG No: 5644/2000 04/14/2000
Class: INT 18

our ref: 849,035

Goods: Leather and imitations of leather, and goods made of these materials not included in other classes; carrying cases for dogs or cats; leashes, travelling bags, suitcases and travelling bags, pocket books, handbags, shoulder bags, cosmetic bags, biscuit bags, wallets, pouches, purses and small zipper bags which attach to the larger bags; all being made of leather or imitations of leather.

---Disclaimer: No claim is made to the exclusive use of "Pet Trading Company", apart from the mark.



SHERPA'S AND DESIGN
GAYLE MARTZ, INC.

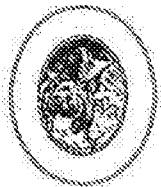
ITALY
Registered

REG No: 0001540503 04/23/2013 Renewal Due: 04/23/2023
APP No: MI93C003023 04/23/1993
ORG No: 669028 02/08/1996
Classes: INT 18, 21

our ref: 837,611

Goods: Lashes, travelling bags-leather and imitations of leather, and articles made from these materials, and not included in other classes; skins/bides; trunks and travelling bags; umbrellas, parasols and walking sticks; whips, harness and saddlery, in Class 18; carrying case for dogs or cats-small domestic utensils and containers (not of precious metal, nor coated therewith); combs and sponges; brushes (other than paint brushes); brush-making materials; instruments and material for cleaning purposes; steelwool; glassware, porcelain and earthenware, in Class 21.

---Renewal of Registration No. 0001039222.



SHERPA'S LOGO (DESIGN ONLY)
GAYLE MARTZ, INC.

JAPAN
Registered

REG No: 4483523 06/22/2011 Renewal Due: 06/22/2021
APP No: 64899/1998 07/31/1998
ORG No: 4483523 06/22/2001
Class: INT 18

our ref: 713,966

Goods: Raw hides, raw skins, tanned skins, furs, straps, carrying case for dogs or cats, suitcases, travelling bags, handbags, shoulder bags, small bags, other bags, purses (excluding those of precious metal), pocketbooks (excluding those of precious metal), wallets, pouches (excluding those of precious metal), small pouches, other pouches or the like and portable cosmetic bags.



SHERPA'S PET TRADING COMPANY AND DESIGN I
GAYLE MARTZ, INC.

KOREA (SOUTH)
Registered

REG No: 0350323 11/20/2006 Renewal Due: 11/20/2016
APP No: 95/6553 02/23/1995
ORG No: 350323 11/20/1996
Classes: INT 6, 16, 17, 18, 19, 20, 21, 22

our ref: 846,592

Goods: Lids of metal for packing, containers of metal, boxes of metal, tin cans, in class 6; corrugated cardboard or paper boxes, sacks of paper or plastic for wrapping, in class 16; rubber lids for packaging containers, sacks of rubber for wrapping, in class 17; bags made of leather for packaging, briefcases, handbags, backpacks, suitcases, in class 18; containers of stone, in class 19; lids of wood or plastics for packing, containers not of metal (not of stone) boxes of wood or plastics, in class 20; lids of glass or porcelain for packaging, in class 21; sacks of textile for packaging, straw bags, in class 22.

---Reclassification from local class 25.

TRADEMARK REPORT



SHERPA'S PET TRADING COMPANY AND DESIGN I
GAYLE MARTZ, INC.

MEXICO
Registered

REG No: 570314 02/12/2007 Renewal Due: 02/12/2017
APP No: 286733 02/12/1997
ORG No: 570314 02/24/1998
Class: INT 18

our ref: 854.708

Goods: All goods in the class.



SHERPA'S PET TRADING COMPANY AND DESIGN I
GAYLE MARTZ, INC.

SWITZERLAND
Registered

REG No: 421830 04/14/2014 Renewal Due: 04/14/2024
APP No: 2536/1994.9 04/14/1994
ORG No: 421830 04/14/1994
Classes: Int 18, 20

our ref: 842.398

Goods: Pet products (as far as included in class 18), including bags for the transport of dogs and cats, leashes, collars and harnesses, in Class 18; kennels, portable kennels for dogs and cats, containers for the transport of animals, in Class 20.

TRADEMARK REPORT

SHERPA CLASSIC TRAVELER
GAYLE MARTZ, INC.

UNITED STATES
Registered

REG No: 2574335 05/28/2012 Renewal Due: 05/28/2022
APP No: 75/878949 05/27/1997
ORG No: 2574335 05/28/2002
Class: INT 18

our ref: 865,118

Goods: All purpose carrying bags, shoulder bags, zippered pouches, and accessories therefore; namely small bags and zippered pouches which attach to the larger bags; and pet products, namely carrying and traveling bags for dogs and cats.

- First use and in commerce June 1997
- Owner of United States Reg. nos. 1649499, 2044070 and others
- Disclaimer: No claim is made to the exclusive use of "Classic" or "Traveler", apart from the mark
- Child of Parent Application Ser. No. 75/298210.
- Sec. 8/15 Affidavit accepted and acknowledged August 29, 2008.
- Trademark amended from THE CLASSIC SHERPA TRAVELER at the filing of Section 8 Affidavit.



SHERPA SINCE 1989 AND DESIGN
GAYLE MARTZ, INC.

UNITED STATES
Registered

REG No: 3050155 01/24/2016 Renewal Due: 01/24/2026
APP No: 78/538413 12/27/2004
ORG No: 3050155 01/24/2006
Class: INT 18

our ref: 870,471

Goods: Carry-on bags, travelling bags, shoulder bags, totes, pet products, namely, animal carriers for dogs and cats.

- First use and in commerce June 2003.
- Owner of U.S. Reg. Nos. 2574335 dated May 28, 2002, 2786891 dated November 25, 2003 and others.
- Disclaimer: No claim is made to the exclusive use of "SINCE 1989" apart from the mark.
- Section 8/15 affidavit accepted & acknowledged January 30, 2012.
- Goods amended upon filing of 2016 renewal.



SHERPA SINCE 1989 AND DESIGN (COLOR)
GAYLE MARTZ, INC.

UNITED STATES
Registered

REG No: 3163782 10/24/2006 Renewal Due: 10/24/2016
APP No: 78/537569 12/23/2004
Class: INT 21

our ref: 870,470

Goods: Pet feeding dishes.

- Owner of U.S. Reg. Nos. 2574335 dated May 28, 2002; 2782126 dated December 29, 1998; 2786891 dated November 25, 2003; and others.
- First use and in commerce April 2006 for classes 18 and 20.
- First use and in commerce May 2006 for class 21.
- Disclaimer: No claim is made to the exclusive use of "SINCE 1989" apart from the mark.
- The colors yellow, black, red, blue and brown are claimed as a feature of the mark.
- Classes 18 and 20 deleted upon filing of 2012 Use Affidavit.
- Sec. 8/15 Affidavit accepted and acknowledged February 28, 2013.

SHERPA SKYLINE
GAYLE MARTZ, INC.

UNITED STATES
RENEWAL P.

REG No: 1990250 07/30/2006 Renewal Due: 07/30/2016
APP No: 74/477386 01/07/1994
ORG No: 1990250 07/30/1996
Class: Int 18

Renewal not yet filed. In grace period. Final deadline 1/30/17.

our ref: 841,371

Goods: Luggage and travelling bags; namely, carry-on bags, garment bags, duffie bags, gym bags, suitcases, insulated food bags, accessory cases, make-up and cosmetic cases (sold empty), and briefcases; pet products; namely, carrying bags for dogs or cats, pet carriers for airline travel, accessory pouches and bags for pet treats, veterinary papers, toys and leashes (sold empty), namely, small bags which either attach to the larger bags or can be carried separately; leashes and collars.

- First Use February 1994; in Commerce March 7, 1994.
- Owner of U.S. Reg. No. 1649499 dated July 2, 1991.

TRADEMARK REPORT



SHERPA'S PET TRADING COMPANY AND DESIGN I
GAYLE MARTZ, INC.

UNITED STATES
Registered

REG No: 1649499 07/02/2011 Renewal Due: 07/02/2021
APP No: 74/034341 03/05/1990
ORG No: 1649499 07/02/1991
Class: Int 18

our ref: 934.847

Goods: Pet products, namely, a carrying case for dogs or cats, travelling bags.
-----First use December 15, 1989; first commerce January 24, 1990.
-----Disclaimer: no claim is made to the exclusive use of the words "Pet Trading Company" apart from the mark.
-----Section 8 Affidavit accepted December 11, 1996.



SHERPA'S PET TRADING COMPANY AND DESIGN I
GAYLE MARTZ, INC.

UNITED STATES
Registered

REG No: 2044070 03/11/2007 Renewal Due: 03/11/2017
APP No: 74/498271 03/09/1994
ORG No: 2044070 03/11/1997
Class: Int 18

our ref: 842.024

Goods: Carry on bags, travelling bags, shoulder bags, zippered pouches, and accessories therefor, namely small bags and zippered pouches which attach to the larger bags; and pet products, namely - carrying cases and travelling bags for dogs and cats, leashes, collars and harnesses.
-----First Use and in Commerce April 5, 1994.
-----Owner of U.S. Registration No. 1649499.
-----Disclaimer: No claim is made to the exclusive right to use "PET TRADING COMPANY", apart from the mark.
-----Sec. 8/15 Affidavit accepted and acknowledged September 13, 2003.
-----Closed due to inactivity, MA, December 30, 2008.



SHERPA'S TRADING COMPANY AND DESIGN
GAYLE MARTZ, INC.

UNITED STATES
Registered

REG No: 2213134 12/22/2008 Renewal Due: 12/22/2018
APP No: 74/490339 02/11/1994
ORG No: 2213134 12/22/1998
Class: Int 18

our ref: 841.731

Goods: Carry-on bags for travel, travelling bags, shoulder bags, luggage, purses, backpacks, drawstrings and zippered pouches and small bags which attach to the larger bags in class 18
-----First use and in commerce February 1997
-----Disclaimer: No claim is made to the exclusive use of "TRADING COMPANY" apart from the mark
-----Owner of United States Reg. No. 1649499 dated July 2, 1991
-----Sec. 8/15 Affidavit accepted and acknowledged December 3, 2005.