

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM426220

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
PEAK DESIGN LLC		03/15/2017	Limited Liability Company: CALIFORNIA
RECEIVING PARTY DATA			
Name:	PEAK DESIGN		
Street Address:	2325 3rd St		
Internal Address:	Suite 410		
City:	San Francisco		
State/Country:	CALIFORNIA		
Postal Code:	94107		
Entity Type:	Corporation: CALIFORNIA		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Serial Number:	85343389	CAPTURE	
Serial Number:	85353058	PD PEAK DESIGN	
Serial Number:	87047619	EVERYDAY MESSENGER	
CORRESPONDENCE DATA			
Fax Number:			
<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:	612 465 8090		
Email:	egrumbles@adamsgrumbles.com		
Correspondent Name:	Ernest W. Grumbles		
Address Line 1:	287 East 6th Street		
Address Line 2:	Suite 140		
Address Line 4:	Saint Paul, MINNESOTA 55101		
NAME OF SUBMITTER:	Ernest W. Grumbles		
SIGNATURE:	/ewg/		
DATE SIGNED:	05/02/2017		
Total Attachments: 9			
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INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

Last Updated: 03.03.2017

This Intellectual Property Assignment Agreement is made effective as of March 15 by and between Peak Design, a California corporation ("Assignee"), and Peak Design LLC, a California limited liability company ("Assignor").

RECITALS

In connection with the assignment of certain assets from Assignor to Assignee memorialized in the parties' Certificate of Merger Agreement dated March 7, 2017 ("Merger Agreement"), this Agreement confirms and effects the transfer to Assignee of any and all right, title and interest in and to the Assignor IPR and perfects Assignee's ownership rights in all of the Assignor IPR.

In consideration of the promises herein and other good and valuable consideration, the receipt and sufficiency of which Assignor and Assignee acknowledge, the parties agree as follows:

DEFINITIONS

Intellectual Property Rights are any and all industrial and intellectual property rights throughout the world and all rights associated therewith, including all patents and applications therefor and all reissues, divisions, renewals, extensions, provisionals, continuations and continuations-in-part thereof, all inventions (whether patentable or not), invention disclosures, improvements, trade secrets, proprietary information, know how, technology, technical data, product designs, prototypes, proprietary processes and formulae, algorithms, specifications, business and product development plans, market studies, financial projections, customer lists and supplier lists, all industrial designs and any registrations and applications therefor, all trade names, logos, common law trademarks and service marks, trademark and service mark registrations and applications therefor, Internet domain names, Internet and World Wide Web URLs or addresses, all copyrights, copyright registrations and applications therefor, and all other rights corresponding thereto, all mask works, mask work registrations and applications therefor, and any equivalent or similar rights in semiconductor masks, layouts, architectures or topology, all computer software, including all source code, object code, firmware, development tools, files, records and data, all schematics, netlists, test methodologies, test vectors, emulation and simulation tools and reports, hardware development tools, and all rights in models and other devices, all databases and data collections and all rights therein, all moral and economic rights of authors and inventors, however denominated, as well as any precursors, derivatives, modifications, and improvements to the same, and any related materials (including but not limited to documentation, designs, algorithms, notes, etc. related thereto) and any similar or equivalent rights to any of the foregoing, and all tangible embodiments of the foregoing.

Assignor IPR means all Intellectual Property Rights owned by Assignor, including any Intellectual Property Rights relating to the Assignor's business, as described on Exhibit A hereto.

Moral Rights means any right to claim authorship to or to object to any distortion, mutilation, or other modification or other derogatory action in relation to a work, whether or not such action would be



prejudicial to the author's reputation, and any similar right, existing under common or statutory law of any country in the world or under any treaty, regardless of whether or not such right is denominated or generally referred to as a "moral right."

ASSIGNMENT OF RIGHTS

Assignment. Assignor hereby irrevocably and perpetually assigns and transfers to Assignee, effective as of the Effective Date, any and all of Assignor's right, title and interest (i) to the Assignor IPR and (ii) in all rights to enforce such rights including the right to sue and recover any sums now or hereafter due, including past infringement, or payable with respect to any of the Assignor IPR.

Waiver of Moral Rights. Assignor hereby waives and agrees never to assert any Moral Rights in or with respect to any and all of the Assignor IPR that may exist anywhere in the world, together with all claims for damages and other remedies asserted on the basis of Moral Rights.

Perfection of Assignment; Further Assurances. Assignor agrees that it shall execute such documents and take such steps as Assignee may reasonably require at the cost and expense of Assignee to fulfill the provisions of and to give to Assignee the full benefit of this Agreement.

Warranty. Assignor warrants to Assignee that Assignor has not assigned any right, title and interest in and to any of the Assignor IPR to any third party.

GENERAL PROVISIONS

Severability. If any term of this Agreement is held invalid or unenforceable for any reason, the remainder of the provisions shall continue in full force and effect, and the parties shall substitute a valid provision with the same intent and economic effect.

Applicable Law/Dispute Resolution. This Agreement shall be governed by and construed in accordance with the substantive laws of the United States and California without regard to conflict of laws principles.

Entire Agreement. Upon execution, this Agreement, along with the Merger Agreement, and any implementing assignments executed pursuant to the term herein, shall constitute the entire agreement among the parties with respect to the subject matter hereof and merges all prior and contemporaneous communications. It shall not be modified except by a written agreement dated subsequent to the date of this Agreement and signed on behalf of the parties by their respective duly authorized representatives.

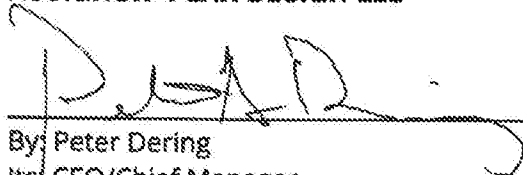
Assignment. Assignor may not assign any rights or obligations hereunder without the prior express written consent of Assignee. Assignee may assign this Agreement or any rights granted hereunder without Assignor's consent. Subject to the above restrictions on assignment, this Agreement shall inure to the benefit of and bind the successors and assigns of the parties.

Counterparts. This Agreement may be executed in one or more counterparts, each of which will be deemed an original, but which collectively will constitute one and the same instrument.



IN WITNESS WHEREOF, the parties have executed this Agreement as evidenced by the duly authorized signatures below.

ASSIGNOR: PEAK DESIGN LLC


By: Peter Dering
Its: CEO/Chief Manager

ASSIGNEE: PEAK DESIGN

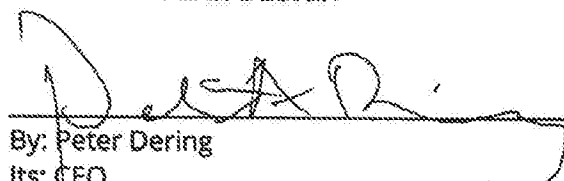

By: Peter Dering
Its: CEO



EXHIBIT A

Assignor IPR

All Assignor IPR as defined in Sections 1.1 and 1.2 above, including those assets listed below;

The registered, pending and common law trademarks listed in Ex. A.1 hereto:

The issued patents and patent applications listed in Ex. A.2 hereto, including, for each, any amendments or documents supplemental thereto:

The following domain names:

Domain Name	Status
peakdesign.com	Active
peakdesign.com	Active
peakdesign.club	Active
peakdesign.io	Active
peakdesign.photography	Active
findyourpeak.co	Active
summit.com	Active
summit.org	Active
peakdesign.us	Active
peakdesign-store.com	Active
pkdsn.com	Active
standwithbears.com	Active
peakdesignltd.com	Active
sellpd.com	Active
giveashot.org	Active
pd-wholesale.com	Active
peakdesignasia.com	Active



EXHIBIT A.1

Mark	Country	Status	Filing Date	Appl. No.	Reg. No.	Owner
CAPTURE	US	Registered	10-Jun-11	85343389	4116285	Peak Design, LLC
CAPTURE	Europe	Registered	12-Dec-11	10485597	10485597	Peak Design, LLC
CAPTURE	Japan	Registered	12-Dec-11	201189294	5494985	Peak Design, LLC
PD PEAK DESIGN	US	Registered	22-Jun-11	85353058	4216366	Peak Design, LLC
PD PEAK DESIGN	Japan	Registered	12-Dec-11	201189295	5494986	Peak Design, LLC
PEAK DESIGN (Classes 06, 09, 22)	Korea	Registered	26-Aug-14	2014-0057145	40-1137622	Peak Design, LLC
Stylised PD (Class 6)	China	Registered	18-Jan-13	12066775		Peak Design, LLC
CUFF (Class 22)	China	Registered	21-Feb-13	12182920		Peak Design, LLC
CUFF	Taiwan	Registered	22-Jan-13	102003948		Peak Design, LLC
LEASH	Taiwan	Registered	22-Jan-13	102003949	In classes 09, 10 and 17.	Peak Design, LLC
CAPTURE (Class 6)	China	Registered	18-Jan-13	12066774		Peak Design, LLC
巅峰设计 (APEX - Class 09)	China	Registered	12-Aug-13	13067979	13067979	Peak Design, LLC
SLIDE	China	Pending.	9-May-16	TBD		Peak Design, LLC
EVERYDAY MESSENGER (Class 09)	China	Pending.	10-May-16	TBD		Peak Design, LLC
PEAK DESIGN (Class 35)	China	Pending.	10-May-16	TBD		Peak Design, LLC
EVERYDAY MESSENGER (Class 18)	China	Pending.	10-May-16	TBD		Peak Design, LLC
EVERYDAY MESSENGER (Class 22)	China	Pending.	10-May-16	TBD		Peak Design, LLC
PEAK DESIGN (Class 22)	China	Pending.	10-May-16	TBD		Peak Design, LLC
EVERYDAY MESSENGER (Class 9, 18)	US	Pending.	24-May-16	87047619		Peak Design LLC



EXHIBIT A.2

TITLE	MATTER TYPE	COUNTRY	STATUS	FILING DATE	APPLICATION NUMBER	PATENT NUMBER	PATENT ISSUE DATE	ENTITY NAME
Quick Release Camera Mounting Device and Methods of Use	Patent Application	US	Completed	9-Jun-10	61/353,123	N/A	N/A	Peak Design, LLC
Quick Release Camera Mounting Device and Methods of Use	Patent Application	US	Completed	2-Dec-10	61/419,155	N/A	N/A	Peak Design, LLC
Quick Release Camera Mounting Device and Methods of Use	Patent Application	US	Issued	9-Jun-11	13/496,776	9,081,256	14-Jul-15	Peak Design, LLC
Quick Release Camera Mounting Device and Methods of Use	Patent Application	Canada	Allowed	9-Jun-11	2800575	-	-	Peak Design, LLC
Quick Release Camera Mounting Device and Methods of Use	Patent Application	China	Issued	9-Jun-11	201190000566.4	ZL201190000566.4	16-Oct-13	Peak Design, LLC
Quick Release Camera Mounting Device and Methods of Use	Patent Application	Japan	Issued	9-Jun-11	2013-514161	5850050	11-Dec-15	Peak Design, LLC



Quick Release Camera Mounting Device and Methods of Use	Patent Application	European Union	Pending	9-Jun-11	11792789.7	-	-	Peak Design, LLC
Quick Release Camera Mounting Device and Methods of Use	Patent Application	WO - PCT	PCT Process Completed	9-Jun-11	PCT/US2011/001055	N/A	N/A	Peak Design, LLC
Camera Strap Attachment Mechanism and Methods of Use	Patent Application	US	Completed	24-Oct-12	61/717,938	N/A	N/A	Peak Design, LLC
Camera Strap Attachment Mechanism and Methods of Use	Patent Application	US	Issued	25-Oct-13	14/062,890	9,247,787	2-Feb-16	Peak Design, LLC
Camera Attachment Anchor	Patent Application	US	Pending	1-Feb-16	29/553,446	-	-	Peak Design, LLC
Camera Clip System (Capture V2)	Design Patent App	China	Issued	22-Jan-13	201330018179.X	ZL201330018179.X	3-Jul-13	Peak Design, LLC
Camera Clip (Capture V2)	Design Patent App	Taiwan	Issued	18-Jan-13	TW102300517	D156554	21-Oct-13	Peak Design, LLC
CAMERA TRIPOD	Patent Application	US	Completed	30-May-14	62/005,344	N/A	N/A	Peak Design, LLC
CAMERA TRIPOD	Patent Application	US	Issued	29-May-15	14/726,161	9,360,744	7-Jun-16	Peak Design, LLC
MAGNETIC LATCHING SYSTEM	Patent Application	China	Issued	20-Jul-16	201620773540.8	ZL 201620773540.8	21-Dec-16	Peak Design
MAGNETIC LATCHING SYSTEM	Patent Application	European Union	Pending	20-Jul-16	16180429.9	-	-	Peak Design
MAGNETIC LATCHING SYSTEM	Patent Application	Korea	Pending	20-Jul-16	20-2016-0004187	-	-	Peak Design



MAGNETIC LATCHING SYSTEM	Patent Application	Tawain	Issued	14-Jun-16	105208841	M533700	11-Dec-16	Peak Design
BAG LATCHING SYSTEM	Patent Application	US	Completed	20-Jul-15	62/194,667	N/A	N/A	Peak Design
MAGNETIC LATCHING SYSTEM	Patent Application	US	Pending	20-Jul-16	15/215,024	-	-	Peak Design
CAMERA LENS CLIP	Patent Application	China	Issued	21-Apr-16	201630136365.7	ZL 201630136365.7	23-Nov-16	Peak Design, LLC
CAMERA LENS CLIP	Patent Application	Taiwan	Issued	26-May-16	105303015	D180536	01-Jan-16	Peak Design, LLC
CAMERA LENS CLIP	Patent Application	US	Allowed	21-Oct-15	29/543,120	-	-	Peak Design, LLC
MESSENGER BAG	Patent Application	US	Pending	29-Jun-16	29/569,596	-	-	Peak Design, LLC
BAG DIVIDERS	Patent Application	US	Not yet filed					
BACKPACK	Patent Application	China	Pending	12-Jan-17	2017300115276.8	-	-	Peak Design, LLC
BACKPACK	Patent Application	Korea	Pending	12-Jan-17	30-2017-0002101	-	-	Peak Design, LLC
BACKPACK	Patent Application	Taiwan	Pending	9-Jan-17	106300116	-	-	Peak Design, LLC
BACKPACK	Patent Application	US	Pending	12-Jul-16	29/570,855	-	-	Peak Design, LLC
TOTE BAG	Patent Application	China	Pending	12-Jan-17	201730011583.2	-	-	Peak Design, LLC
TOTE BAG	Patent Application	Korea	Pending	12-Jan-17	30-2017-0002102	-	-	Peak Design, LLC
TOTE BAG	Patent Application	Taiwan	Pending	9-Jan-17	106300117	-	-	Peak Design, LLC
TOTE BAG	Patent Application	US	Pending	12-Jul-16	29/570,859	-	-	Peak Design, LLC



SLING BAG	Patent Application	China	Pending	12-Jan-17	201730011587.0	-	-	Peak Design, LLC
SLING BAG	Patent Application	Korea	Pending	12-Jan-17	30-2017-0002103	-	-	Peak Design, LLC
SLING BAG	Patent Application	Taiwan	Pending	9-Jan-17	106300118	-	-	Peak Design, LLC
SLING BAG	Patent Application	US	Pending	12-Jul-16	29/570,861	-	-	Peak Design, LLC

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