

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM427540

<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>
Campus Book Rentals, Inc.		04/05/2017	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Go Sidewalk, Inc.		
<b>Street Address:</b>	961 Spyglass Hill		
<b>City:</b>	Syracuse		
<b>State/Country:</b>	UTAH		
<b>Postal Code:</b>	84075		
<b>Entity Type:</b>	Corporation: DELAWARE		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	85887986	SIDEWALK	
<b>Serial Number:</b>	86559570	HERO	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<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>Email:</b>	klanderson@hollandhart.com		
<b>Correspondent Name:</b>	Lauren Prew		
<b>Address Line 1:</b>	800 West Main Street, Suite 1750		
<b>Address Line 4:</b>	Boise, IDAHO 83702		
<b>NAME OF SUBMITTER:</b>	Lauren Prew		
<b>SIGNATURE:</b>	/lp/		
<b>DATE SIGNED:</b>	05/15/2017		
<b>Total Attachments: 5</b>			
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## TRADEMARK ASSIGNMENT AGREEMENT

This TRADEMARK ASSIGNMENT AGREEMENT (this "*Assignment*"), dated as of April 5, 2017, is made by Focus Management Group USA, Inc., with Juanita Schwartzkopf as its agent, in its capacity as court-appointed receiver pursuant to the Order Appointing Receiver entered in Case No. 170901296 in the Third Judicial District Court in and for Salt Lake County, State of Utah, styled U.S. Bank National Association v. Campus Book Rentals, Inc. et. al. (the "*Receiver*") for Campus Book Rentals, Inc., a Delaware corporation ("*Seller*"), in favor of Go Sidewalk, Inc., a Delaware corporation ("*Buyer*"), the purchaser of certain assets of Seller pursuant to that certain Asset Purchase Agreement made and dated as of March 20, 2017, by and among, Buyer, Seller and the other parties party thereto (the "*Purchase Agreement*").

WHEREAS, under the terms of the Purchase Agreement, Seller has sold, assigned, transferred, delivered, and conveyed to Buyer, among other assets, certain intellectual property of Seller, and has agreed to execute and deliver this Assignment, for recording with governmental authorities, including, without limitation, the United States Patent and Trademark Office.

NOW THEREFORE, the parties agree as follows:

1. **Assignment.** 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, Seller hereby irrevocably sells, assigns, transfers, delivers and conveys to Buyer, and Buyer hereby accepts, all of Seller's right, title and interest in and to the following (the "*Assigned Trademarks*"):

(a) the trademark registrations and trademark applications set forth in Schedule 1 hereto and all registrations, extensions and renewals thereof; provided that, with respect to any United States intent-to-use trademark applications set forth in Schedule 1 hereto, the transfer of such applications accompanies, pursuant to the Purchase Agreement, the transfer of Seller's business, or portion of the business to which the trademark pertains, and that business is ongoing and existing;

(b) all rights of any kind whatsoever of Seller accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions and otherwise throughout the world;

(c) any and all royalties, fees, income, payments and other proceeds arising after the Closing Date with respect to any and all of the foregoing; and

(d) any and all claims and causes of action with respect to any of the foregoing, whether accruing before, on and/or after the date hereof, including, without limitation, all rights to and claims for damages, restitution and injunctive and other legal and equitable relief for past, present and future infringement, dilution, misappropriation, violation, misuse, breach or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

2. **Recordation and Further Actions.** Seller authorizes the United States Commissioner for Trademarks and any other governmental officials to record and register this Assignment upon request by Buyer. Seller shall take such steps and actions following the date hereof reasonably requested by Buyer in writing, including, without limitation, the execution of any documents, files, registrations, or other similar items, to ensure that the Assigned

Trademarks are properly assigned to Buyer, or any assignee or successor thereto. Buyer shall reimburse Seller for any out-of-pocket costs associated with Seller's obligations under this paragraph.

3. ***Terms of the Purchase Agreement.*** The terms of the Purchase Agreement are incorporated herein by this reference. The parties hereto acknowledge and agree that the representations, warranties, covenants and agreements contained in the Purchase Agreement shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. In the event of any conflict or inconsistency between the terms of the Purchase Agreement and the terms hereof, the terms of the Purchase Agreement shall govern.

4. ***Counterparts.*** This Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Assignment delivered by means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Assignment.

5. ***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.

6. ***Governing Law.*** The construction and performance of this Assignment shall be governed by the laws of the State of Utah without regard to any choice or conflicts of law provision or rule (whether under the laws of the State of Utah or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of Utah.

*(Signature Page Follows)*

IN WITNESS WHEREOF, Seller and Buyer have duly executed and delivered this Assignment as of the date first above written.

**BUYER:**

GO SIDEWALK, INC.

By: \_\_\_\_\_

DocuSigned by:  
*Alan Martin*  
5A3E72D1360040F...

Name: Alan Martin

Title: Chief Executive Officer

**SELLER:**

CAMPUS BOOK RENTALS, INC.

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

*(Trademark Assignment Agreement)*

IN WITNESS WHEREOF, Seller and Buyer have duly executed and delivered this Assignment as of the date first above written.

**BUYER:**

GO SIDEWALK, INC.

By: \_\_\_\_\_

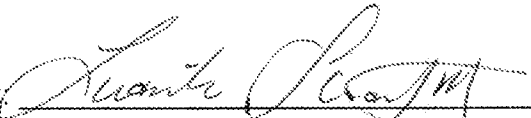
Name: Alan Martin

Title: Chief Executive Officer

**SELLER:**

CAMPUS BOOK RENTALS, INC.

By: Focus Management Group USA, Inc., in its  
capacity as court-appointed receiver

By:  \_\_\_\_\_

Name: Juanita Schwartzkopf

Title: Managing Director

*(Trademark Assignment Agreement)*

**SCHEDULE 1**  
**ASSIGNED TRADEMARKS**

<b>Owner</b>	<b>Mark</b>	<b>Serial No.</b>	<b>Reg. No.</b>	<b>Date Filed</b>	<b>Date Reg.</b>
Campus Book Rentals, Inc.	Sidewalk (word mark)	85887986	4535880	3/27/13	5/27/14
Campus Book Rentals, Inc.	Hero (word mark) <sup>1</sup>	86559570		3/10/15	

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<sup>1</sup> NTD: Registration pending.