

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM442288

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
HUMAN MOVEMENT, INC.		09/01/2017	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	FESTIV, LLC		
Street Address:	3900 E. MEXICO AVENUE		
Internal Address:	SUITE 1350		
City:	DENVER		
State/Country:	COLORADO		
Postal Code:	80210		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	4677214	UGLY SWEATER RUN	
Registration Number:	4654943	UGLY SWEATER RUN	
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:	602-382-6000		
Email:	krigby@swlaw.com, enielsen@swlaw.com		
Correspondent Name:	SNELL & WILMER L.L.P. (Main)		
Address Line 1:	400 EAST VAN BUREN		
Address Line 2:	ONE ARIZONA CENTER		
Address Line 4:	PHOENIX, ARIZONA 85004-2202		
NAME OF SUBMITTER:	Eric Nielsen		
SIGNATURE:	/Eric Nielsen/		
DATE SIGNED:	09/07/2017		
Total Attachments: 6			
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**INTELLECTUAL PROPERTY
ASSIGNMENT AND ASSUMPTION AGREEMENT**

This Intellectual Property Assignment and Assumption Agreement (this “**Agreement**”), dated as of September 1, 2017, is entered into by and between Human Movement, Inc., a Delaware corporation (“**Assignor**”) and Festiv, LLC, a Delaware limited liability company (“**Assignee**”). Assignor and Assignee may each be referred to herein as a “**Party**” and collectively as the “**Parties**.”

PRELIMINARY STATEMENT

A. Assignor is the (i) owner of each of the patents and patent applications set forth on Schedule A hereto (the “**Patents**”); (ii) owner of each of the copyright registrations and copyright applications set forth on Schedule B hereto (the “**Copyrights**”); (iii) owner of each of the trademark and service mark registrations, and trademark and service mark applications (including any and all goodwill symbolized by any of the foregoing) set forth on Schedule C hereto (the “**Trademarks**”); and (iv) registrant of record and owner of each of the Internet domain names (including any and all goodwill symbolized thereby) set forth on Schedule D hereto and the domain name registrations therefor (the “**Domain Names**”) (the Patents, Copyrights, Trademarks and Domain Names, collectively, the “**Intellectual Property Registrations**”); and

B. On the date hereof, Assignee, Assignor and USR Acquisition, LLC, a Delaware limited liability company, entered into an Asset Purchase Agreement (the “**Purchase Agreement**”), pursuant to which, among other things, Assignor agreed to assign to Assignee all of Assignor’s right, title and interest in and to all Intellectual Property Registrations.

AGREEMENT

The Parties, intending to be legally bound, agree as follows:

1. ASSIGNMENT AND ASSUMPTION

Subject to the terms and conditions of the Purchase Agreement, Assignor hereby sells, assigns, transfers, conveys, contributes and delivers to Assignee, and Assignee hereby purchases, acquires and accepts from Assignor, all of the right, title and interest of Assignor in and to the Intellectual Property Registrations, including all rights therein provided by international conventions and treaties, all rights of priority and renewals, and all rights to sue and recover damages for past, present and future infringement, dilution, misappropriation, unlawful imitation or other violation thereof or conflict therewith.

2. FURTHER ASSURANCES; POWER OF ATTORNEY

Assignor shall provide Assignee, its successors, assigns or other legal representatives, reasonable cooperation and assistance at Assignee’s request and expense (including the execution and delivery of any and all affidavits, declarations, oaths, exhibits, assignments, powers of attorney or other documentation as may be reasonably required) as are requested by Assignee in connection with (a) perfection of the rights assigned herein, including the

preparation, execution, and delivery of all documentation which may be reasonably necessary to further document and record the assignment of the Intellectual Property Registrations made herein, (b) the preparation and prosecution of any application, continuations, divisionals, continuations-in-part, extensions or equivalent to any of the foregoing for any of the Intellectual Property Registrations; (c) the prosecution or defense of any interference, opposition, re-examination, reissue, infringement or other proceedings that may arise in connection with any of the Intellectual Property Registrations, this Agreement or the assignment made hereby; and (d) obtaining any additional protection that Assignee may deem appropriate which may be secured under the laws now or hereafter in effect in the United States or any other country. If Assignee is unable for any reason, after reasonable effort, to secure the Assignee's signature on any document needed in connection with the actions specified above, Assignor hereby irrevocably designates and appoints Assignee and its duly authorized officers and agents as its agent and attorney in fact, which appointment is coupled with an interest, to act for and in its behalf to execute, verify and file any such documents and to do all other lawfully permitted acts to further the purposes of this paragraph with the same legal force and effect as if executed by Assignor.

3. RECORDATION

Assignor hereby authorizes and requests the Commissioner of Patents of the United States, Commissioner of Trademarks of the United States and any other official of any applicable Governmental Authority or Internet domain name registrar, to issue any and all registrations from any and all applications for registration included in the Intellectual Property Registrations to and in the name of Assignee. Assignee shall have the right to record this Agreement with all applicable Government Authorities and registrars so as to perfect its ownership of the Intellectual Property Registrations.

4. RELATIONSHIP TO THE PURCHASE AGREEMENT

The terms of the Purchase Agreement (including the definition and usage provisions) are incorporated herein by this reference, and will not be superseded by this Agreement, but will remain in full force and effect to the full extent provided therein. If there is any inconsistency between the Purchase Agreement and this Agreement, the Purchase Agreement will control. All capitalized terms used herein but not otherwise defined shall have the meanings ascribed to them in the Purchase Agreement.

5. GOVERNING LAW

This Agreement will be governed by and construed under the laws of Colorado, without regard to conflicts of laws principles that would require the application of any other law.

6. ENFORCEABILITY

If any term or provision of this Agreement shall be determined by a court of competent jurisdiction to be illegal, invalid, or unenforceable for any reason, the remaining provisions of this Agreement shall remain enforceable and the invalid, illegal, or unenforceable provisions shall be modified so as to be valid and enforceable or replaced with a new provision that as closely as possible reflects the Parties' business intent and shall be enforced.

7. COUNTERPARTS

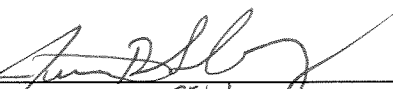
This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

[Signature Page Follows]

The Parties have executed and delivered this Intellectual Property Assignment and Agreement as of the date indicated in the first sentence of this Agreement.

ASSIGNOR:

HUMAN MOVEMENT, INC.

By: 
Name: Justin Sibley
Title: CFO

ASSIGNEE:

FESTIV, LLC

By: _____
Name:
Title:

(Signature page to IP Assignment and Assumption Agreement)

The Parties have executed and delivered this Intellectual Property Assignment and Agreement as of the date indicated in the first sentence of this Agreement.

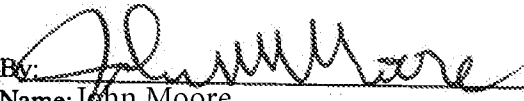
ASSIGNOR:

HUMAN MOVEMENT, INC.

By: _____
Name:
Title:

ASSIGNEE:

FESTIV, LLC

By: 
Name: John Moore
Title: Manager

(Signature page to IP Assignment and Assumption Agreement)

4812-1598-9578.1
4836-7521-1595

TRADEMARK
REEL: 006149 FRAME: 0053

SCHEDULE A

PATENTS

None

SCHEDULE B

COPYRIGHTS

None

SCHEDULE C

TRADEMARKS

Country	Owner	Mark	Registration No.	Registration Date
United States	Human Movement, Inc.	UGLY SWEATER RUN and Design	4,677,214	January 27, 2015
United States	Human Movement, Inc.	UGLY SWEATER RUN	4,654,943	December 16, 2014

SCHEDULE D

DOMAIN NAMES

Domain Name	Registrant	Expiration Date
http://thedenveroktoberfest.com/	Jeff Suffolk	April 20, 2022
http://theuglyweaterrun.com/	Jeff Suffolk	July 23, 2019