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ETAS ID: TM445080

# TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

SUBMISSION TYPE:NEW ASSIGNMENTNATURE OF CONVEYANCE:ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL

### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Startup Camp, LLC		09/01/2017	Limited Liability Company: WYOMING
Dale Partridge, Inc.		09/01/2017	Corporation: OREGON

### **RECEIVING PARTY DATA**

Name:	RagingBull.com, LLC		
Street Address:	835 E. Lamar Blvd. #263		
City:	Arlington		
State/Country:	TEXAS		
Postal Code:	76011		
Entity Type:	Limited Liability Company: DELAWARE		

### **PROPERTY NUMBERS Total: 2**

Property Type	Number	Word Mark
Serial Number:	87427012	STARTUPCAMP
Serial Number:	86852810	STARTUPCAMP.COM

### **CORRESPONDENCE DATA**

**Fax Number:** 5854543968

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.

**Phone:** 585-987-2800

Email: trademarks@woodsoviatt.com
Correspondent Name: Katherine H. McGuire, Esq.
Address Line 1: Woods Oviatt Gilman LLP

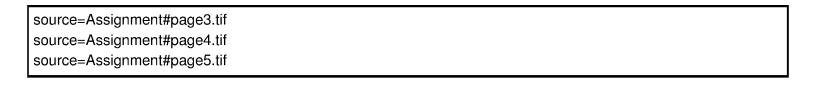
**Address Line 2:** 2 State Street, 700 Crossroads Building

Address Line 4: Rochester, NEW YORK 14614

NAME OF SUBMITTER:Katherine H. McGuire, Esq.SIGNATURE:/Katherine H. McGuire/DATE SIGNED:09/29/2017

**Total Attachments: 5** 

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## INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT ("IP Assignment"), dated as of September 1, 2017, is entered into by and among Startup Camp, LLC, a Wyoming limited liability company ("Startup Camp"), Dale Partridge, Inc., an Oregon corporation ("DPI"), Dale Partridge, an individual with an address of 70 S.W. Century Drive, #100-503, Bend, OR 97702 ("Dale" and collectively with DPI and Startup Camp, the "Assignors," and each, individually, an "Assignor") and RagingBull.com, LLC, a Delaware limited liability company ("Assignee").

WHEREAS, Assignors are engaged in the business of selling classes, courses, books and memberships on the subjects of entrepreneurship and building businesses through the website "startupcamp.com" (the "Business"); and

WHEREAS, Assignors wish to assign to Assignee, and Assignee wishes to assume from Assignors, all of the intellectual property assets and the intellectual property rights and other rights thereto that are owned by Assignors and used in or necessary for the conduct of the Business as currently conducted (the "Intellectual Property Assets").

NOW THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

- 1. <u>Assignment</u>. Assignors hereby irrevocably convey, transfer and assign to Assignee, and Assignee hereby accepts, all of Assignors' right, title and interest in and to the following Intellectual Property Assets, and all rights, interests and protections that are associated with, similar to, or required for the exercise of, any of the foregoing, however arising, pursuant to the laws of any jurisdiction throughout the world, whether registered or unregistered (the "Assigned IP"):
- (a) all trademarks, service marks, trade names, brand names, company names, logos, slogans, trade dress, design rights and other similar designations of source, or origin, including, but not limited to, those set forth in <u>Schedule 1(a)</u> hereto (which for the purpose of clarity includes the name "StartupCamp"), together with the goodwill connected with the use of and symbolized by, and all registrations, applications and renewals for, any of the foregoing;
- (b) all internet domain names, whether or not trademarks, registered in any top-level domain by any authorized private registrar or governmental authority, web addresses, web pages, websites and related content, accounts with Twitter, Facebook, Instagram, YouTube, LinkedIn, Drop Box, Skype, group text and other social media

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companies and all content (including photos, images, text, blog posts, video, graphics, drawings, and sound), logos, source code, object code, layout, look and feel, styles, functionality, collected user data, customer information, marketing information, advertising information, pricing information, survey information, user contributions, databases, manuals, course work, course books, syllabus, forms, tools and any other information or materials associated therewith and related thereto, and URLs, including, but not limited to, those set forth in Schedule 1(b) hereto, together with any login criteria and other user names or passwords required to gain access to, use, and/ or modify, any website, associated web pages, domain name, social media, email, text and Skype accounts;

- (c) all works of authorship, expressions, designs and design registrations, whether or not copyrightable, including copyrights, author, performer, moral and neighboring rights, and all registrations, applications for registration and renewals of such copyrights, including without limitation those listed in <u>Schedule 1(c)</u> hereto;
- (d) all trade secrets, business and technical information and know-how, databases, data collections, and other confidential and proprietary information and all rights therein, including, but not limited to, personal information, billing information, email addresses, and telephone numbers for paid subscribers and enrolled students for the last five (5) years, including, without limitation, those listed on Schedule 1(d) hereto;
- (e) all software and firmware, including data files, source code, object code, application programming interfaces, architecture, files, records, schematics, computerized databases and other related specifications and documentation; including, but not limited to those listed on <u>Schedule 1(e)</u> hereto;
- (f) Dale Partridge's name, image, likeness, and appearance, voice, professional and personal biographical information, and other personal characteristics to the extent associated with, or otherwise related to, the Assigned IP;
- (g) agreements and accounts, including all licenses, sublicenses, consent to use agreements, settlements, coexistence agreements, covenants not to sue, permissions and other contracts (including any right to receive or obligation to pay royalties or any other consideration) as set forth in <u>Schedule 1(g)</u> hereto, whether written or oral;
- (h) royalties, fees, dues, income, payments and other proceeds due or payable after the Closing with respect to any and all of the foregoing; and
- (i) 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 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,

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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. Assignors will communicate to Assignee any facts known to Assignors regarding the Assigned IP and testify in any legal proceeding, sign all lawful papers, make all rightful oaths and generally do everything possible to aid Assignee to obtain and enforce proper patent protection for the Assigned IP in all countries, and take any such further action as may be required to transfer ownership of the Assigned IP to Assignee. Each Assignor authorizes the Commissioner for Trademarks and the Register of Copyrights and any other governmental officials to record and register this IP Assignment upon request by Assignee. Assignors shall cooperate with Assignee and with Assignee's reasonable instructions in order to effectuate the transfer of Assignor's domain name registrations set forth on Schedule 1(b) hereto in a timely manner, including by corresponding with any relevant domain name registry operator or its accredited registrars to authorize the transfer of the domain name registrations and executing any documentation required by such operators or registrars.
- 3. Representation and Warranty. Assignors are the sole and exclusive legal and beneficial owner of all right, title and interest in and to the Assigned IP, and has the valid right to use all of the Assigned IP used in or necessary for the conduct of the Business as currently conducted, and has the valid right to assign the Assigned IP to Assignee, in each case, free and clear of any encumbrances.
- 4. <u>Counterparts</u>. This IP 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 IP Assignment 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 IP Assignment.
- 5. <u>Successors and Assigns</u>. This IP Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.
- 6. <u>Governing Law</u>. This IP Assignment and any claim, controversy, dispute or cause of action (whether in contract, tort or otherwise) based upon, arising out of or relating to this IP Assignment and the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws of the United States and the State of Delaware.

[SIGNATURE PAGE FOLLOWS]

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

Assignors:

STARTUP CAMP, LLC

DocuSigned by:

Name: Dafe Partinge

Title: Manager

DALE PARTRIDGE, INC.

DocuSigned by

Name: Dale Partridge

Title: President

Dale Partridge, individually

Assignee:

RAGINGBULL.COM, LLC

By: SHERWOOD VENTURES, LLC,

Class A Member

DocuSigned by:

By: Jeff Bishop

Name: Jeffrey Bishop

Title: Managing Member

# Schedule 1(a)

# Trademarks; Tradenames and Slogans

StartupCamp StartupCamp.com Launch Your Dream "Dreams are worth chasing"

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RECORDED: 09/29/2017