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TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM489357

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

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Russell Cook		09/10/2018	INDIVIDUAL: UNITED STATES

RECEIVING PARTY DATA

Name:	AllTrails, Inc.	
Street Address:	111 Pine St., Suite 1650	
City:	San Francisco	
State/Country:	CALIFORNIA	
Postal Code:	94111	
Entity Type:	Corporation: DELAWARE	

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	3824791	ALLTRAILS

CORRESPONDENCE DATA

Fax Number: 8184449207

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: 818-444-4500

Email: uspto@stubbsalderton.com

Correspondent Name: James Sedivy

Address Line 1: 15260 Ventura Blvd., 20th Floor
Address Line 4: Sherman Oaks, CALIFORNIA 91403

ATTORNEY DOCKET NUMBER:	AllTrails assignment
NAME OF SUBMITTER:	James Sedivy
SIGNATURE:	/james sedivy/
DATE SIGNED:	09/10/2018

Total Attachments: 2

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TRADEMARK
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TRADEMARK ASSIGNMENT

This Trademark Assignment is executed as of September [Q], 2018 by and between Russell Cook, an individual ("Assignor"), and AllTrails, Inc., a Delaware corporation ("Assignee").

WHEREAS, Assignor owns the trademark and registration for ALLTRAILS plus design, USPTO Registration No. 3824791 (the Mark"); and

WHEREAS, Assignor has agreed to assign the Mark to Assignee.

NOW THEREFORE, for valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto expressly agree that:

Assignor hereby irrevocably transfers, grants, conveys, assigns, and relinquishes exclusively to Assignee all of Assignor's ownership, right, title and interest in and to the Mark, together with the portion of the business to which the Mark pertains in perpetuity (or for the longest period of time otherwise permitted by law), including without limitation, all ownership, right, title, interest, and benefit of Assignor throughout the world in the Mark and goodwill of the business symbolized by the Mark including, but not limited to common law rights, any registrations and applications relating thereto and any renewals and extensions thereof.

In furtherance of this assignment, Assignor hereby irrevocably assigns to Assignee, and Assignor acknowledges that Assignee has succeeded to all of Assignor's right, title, and standing to:

- Receive all rights and benefits (including, without limitation, any litigation proceeds) pertaining to the Mark;
- 2. Institute and prosecute all actions, suits, claims and proceedings and take all actions that Assignee, in its sole discretion, may deem necessary or proper to collect, assert, or enforce any claim, right, or title of any kind in and to the Mark including without limitation, all actions, suits, claims, and proceedings related to past, present and future infringements, violations and misappropriations of the Mark under trademark and other intellectual property laws;
- Defend and compromise any and all actions, suits or proceedings, including, without limitation, all actions, suits, claims and proceedings related to past, present and future infringements, violations and misappropriations, relating to such transferred and assigned rights, title, interest and benefits and the Mark generally; and
- Do all other such acts and things in relation thereto as Assignee, in its sole discretion, deems advisable.

Assignor agrees to execute all papers and to perform such other proper acts as Assignee may deem necessary to secure for Assignee or its designee the rights herein assigned. If, after reasonable effort, Assignee is unable to secure Assignor's signature on any document needed to apply for or prosecute any right or protections relating to the Mark, Assignor hereby designates, appoints and grants power of attorney to Assignee and its duly authorized officers and agents as Assignor's agents and attorneys-in-fact, to act for and on Assignor's behalf, to execute, verify and file any such applications and to do all other lawfully permitted acts to further the prosecution and issuance of trademarks and other rights and protections thereon with the same legal force and effect as if executed by Assignor.

This Assignment may not be modified except by a written document signed by both parties.

This Assignment shall be binding upon the parties, their successors and assigns.

RUSSELL COOK

Date: 9/10/2018

ALLTRAILS, INC.

Name (print) Jade Va

Title: CEO

Date: 9/10/2016