

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM490645

|   |  |                           |                    |
|---|--|---------------------------|--------------------|
| <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> |
| brandCOLORADO Co.   |  | 09/19/2018                | Corporation:       |
| <b>RECEIVING PARTY DATA</b>   |  |                           |                    |
| <b>Name:</b>  | State of Colorado  |                           |                    |
| <b>Street Address:</b>  | 1300 Broadway  |                           |                    |
| <b>Internal Address:</b>  | 6th Floor, State Services Section, Labor and Employment Unit |                           |                    |
| <b>City:</b>  | Denver   |                           |                    |
| <b>State/Country:</b>   | COLORADO   |                           |                    |
| <b>Postal Code:</b>   | 80203  |                           |                    |
| <b>Entity Type:</b>   | State: COLORADO  |                           |                    |
| <b>PROPERTY NUMBERS Total: 4</b>  |  |                           |                    |
| <b>Property Type</b>  | <b>Number</b>  | <b>Word Mark</b>          |                    |
| <b>Serial Number:</b>   | 86336571   | COLORADO COMPANY CO USA   |                    |
| <b>Serial Number:</b>   | 86336564   | COLORADO MADE CO USA      |                    |
| <b>Serial Number:</b>   | 86337382   | COLORADO DESIGNED CO USA  |                    |
| <b>Serial Number:</b>   | 86336558   | COLORADO NONPROFIT CO USA |                    |
| <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>Phone:</b>   | 7205086178   |                           |                    |
| <b>Email:</b>   | jacqueline.lim@coag.gov                                      |                           |                    |
| <b>Correspondent Name:</b>  | Jacqueline Lim   |                           |                    |
| <b>Address Line 1:</b>  | 1300 Broadway  |                           |                    |
| <b>Address Line 4:</b>  | Denver, COLORADO 80203                                       |                           |                    |
| <b>NAME OF SUBMITTER:</b>   | Jacqueline Lim   |                           |                    |
| <b>SIGNATURE:</b>   | /s/ Jacqueline Lim   |                           |                    |
| <b>DATE SIGNED:</b>   | 09/19/2018   |                           |                    |
| <b>Total Attachments: 3</b>   |  |                           |                    |
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## TRADEMARK ASSIGNMENT

This Trademark Assignment (the "Assignment"), dated as of 9-19-18 (the "Effective Date"), is between brandCOLORADO Co., a Colorado non-profit corporation ("Assignor"), and the State of Colorado ("Assignee").

WHEREAS, Assignor is the owner of the marks shown on Schedule A hereof (hereinafter collectively, the "Assigned Marks");

WHEREAS, Assignor and Assignee have entered into an Asset Purchase Agreement (hereinafter the "Agreement"), pursuant to which Assignor has agreed to assign, and Assignee has agreed to accept, substantially all assets of Assignor, including, without limitation, the Assigned Marks listed on Schedule A hereof;

WHEREAS, Assignor and Assignee wish to confirm the transfer of ownership of the Assigned Marks listed on Schedule A hereof;

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor does hereby sell, assign, set over and transfer to Assignee the entire right, title and interest in and to the Assigned Marks, and any marks legally related thereto and owned by Assignor, together with all associated goodwill and all claims for damages by reason of past, present, and future infringement of all such Assigned Marks with the right to sue for and collect the same for its own use and benefit, and for the use and on behalf of its successors, assigns or other legal representatives. With respect to any Assigned Marks identified in any pending United States federal trademark applications filed on the basis of an intent to use the mark in commerce, the assignment of such Assigned Marks accompanies the transfer of Assignor's business, or portion of the business to which such Assigned Marks pertains, as required by Section 10 of the Trademark Act, 15 U.S.C. §1060, and that said business is ongoing and existing.

AND for the same consideration, the Assignor hereby covenants and agrees to and with the Assignee, its successors, legal representatives, and assigns that the Assignor will, whenever counsel of the Assignee, or the counsel of its successors, legal representatives, and assigns, shall advise that any proceeding in connection with the Assigned Marks and related marks, any renewal or extension of the Assigned Marks and related marks, is lawful and desirable, sign all papers and documents, take all lawful oaths, and do all acts necessary or required to be done for the procurement, maintenance, enforcement and defense of the Assigned Marks and related marks, at the cost and expense of the Assignee, its successors, legal representatives, and assigns.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, Assignor and Assignee have caused this instrument to be executed by their respective duly authorized representative as of the Effective Date.





brandCOLORADO Co.

By Kara Veitch  
Name: KARA VEITCH  
Title: DIRECTOR

State of Colorado

By Jane Taylor  
Name: Jane Taylor  
Title: EXECUTIVE DIRECTOR

Schedule A

| MARK  | MARK TYPE,<br>COUNTRY, AND<br>SERIAL<br>NUMBER            | OWNER             | GOODS AND SERVICES  |
|---|---|-------------------|---|
|    | Certification Mark<br><br>United States<br><br>86/336,571 | brandColorado Co. | <b>IC A:</b><br><i>Footwear; outdoor, fitness and sports equipment; luggage; textiles; etc...</i><br><br><b>IC B:</b> <i>Recreational services; restaurant services; food and beverage services; etc...</i> |
|   | Certification Mark<br><br>United States<br><br>86/336,564 | brandColorado Co. | <b>IC A:</b><br><i>Footwear; outdoor, fitness and sports equipment; luggage; textiles; etc...</i>   |
|  | United States<br><br>86/337,382                           | brandColorado Co. | <b>IC A:</b><br><i>Footwear; outdoor, fitness and sports equipment; luggage; textiles; etc...</i><br><br><b>IC B:</b> <i>Engineering services, design services, manufacturing services, etc...</i>          |
|  | Certification Mark<br><br>United States<br><br>86/336,558 | brandColorado Co. | <b>IC B:</b> <i>Charitable foundation services, charitable fundraising services, charitable services</i>  |