

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM505196

<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>
Wasatch Powerbird Guides Inc.		12/07/2018	Corporation: UTAH
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Powdr-WPG, LLC		
<b>Street Address:</b>	1794 Olympic Parkway		
<b>Internal Address:</b>	Suite 210		
<b>City:</b>	Park City		
<b>State/Country:</b>	UTAH		
<b>Postal Code:</b>	84098		
<b>Entity Type:</b>	Limited Liability Company: UTAH		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4812128		
<b>Registration Number:</b>	3734753	POWDERBIRD	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	6023826070		
<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>	602-382-6572		
<b>Email:</b>	ipdocket@swlaw.com, enielsen@swlaw.com		
<b>Correspondent Name:</b>	Snell & Wilmer L.L.P. Eric M. Nielsen		
<b>Address Line 1:</b>	400 East Van Buren Street		
<b>Address Line 2:</b>	One Arizona Center		
<b>Address Line 4:</b>	Phoenix, ARIZONA 85004		
<b>ATTORNEY DOCKET NUMBER:</b>	37173.00227		
<b>NAME OF SUBMITTER:</b>	Eric M. Nielsen		
<b>SIGNATURE:</b>	/Eric M. Nielsen/		
<b>DATE SIGNED:</b>	01/09/2019		
<b>Total Attachments: 6</b>			
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## INTELLECTUAL PROPERTY ASSIGNMENT

This INTELLECTUAL PROPERTY ASSIGNMENT (this “**Assignment**”), dated as of December 7, 2018, is made by Wasatch Powderbird Guides Inc., a Utah corporation (“**WPG**”), in favor of Powdr-WPG, LLC, a Utah limited liability company (“**Buyer**”), the purchaser of certain assets pursuant to that certain Asset Purchase Agreement, dated as of September 17, 2018, by and among WPG, Powderbird Enterprises, L.L.C., a Utah limited liability company (“**PE**”), Powderbird International, LLC, a Wyoming limited liability company (“**Powderbird International**”, and together with WPG and PE, “**Sellers**”), Buyer and certain other parties thereto (the “**Purchase Agreement**”). Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to such terms in the Purchase Agreement.

### RECITALS

WHEREAS, under the terms of the Purchase Agreement, Sellers have conveyed, transferred and assigned to Buyer, among other assets, certain Intellectual Property of Sellers, and has agreed to execute and deliver this Assignment, for recording with the United States Patent and Trademark Office and other entities or agencies in any applicable jurisdictions.

NOW THEREFORE, WPG agrees as follows:

**I. Assignment.** For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, WPG hereby irrevocably conveys, transfers and assigns to Buyer all of WPG’s right, title and interest in and to the following (the “**Assigned IP**”):

(a) the patents and patent applications set forth on Schedule 1 hereto and all issuances, divisions, continuations, continuations-in-part, reissues, extensions, reexaminations and renewals thereof;

(b) the trademark registrations and applications set forth on Schedule 1 hereto and all issuances, extensions and renewals thereof (the “**Trademarks**”), together with the goodwill of the business connected with the use of, and symbolized by, the Trademarks;

(c) the copyright registrations and applications for registration and exclusive copyright licenses set forth on Schedule 1 hereto and all issuances, extensions and renewals thereof;

(d) 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;

(e) any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

(f) 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, 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.** WPG hereby authorizes the Commissioner for Patents and the Commissioner for Trademarks in the United States Patent and Trademark Office and the officials of other entities or agencies in any applicable jurisdictions to record and register this Assignment upon request by Buyer. Following the date hereof, upon Buyer's reasonable request and at Buyer's expense, WPG shall take such steps and actions, and provide such cooperation and assistance to Buyer and its successors, assigns and legal representatives, including the execution and delivery of any affidavits, declarations, oaths, exhibits, assignments, powers of attorney, or other documents, as may be necessary to effect, evidence or perfect the assignment of the Assigned IP to Buyer, or any assignee or successor thereto. In addition to the foregoing, WPG hereby irrevocably designates and appoints Buyer's duly authorized officers and agents as WPG's agent and attorneys-in-fact to act for and on WPG's behalf and stead to execute and deliver any affidavits, declarations, oaths, exhibits, assignments, powers of attorney, or other documents, as may be necessary to effect, evidence or perfect the assignment of the Assigned IP to Buyer, or any assignee or successor thereto, all with the same legal force and effect as if executed by WPG.

**3. Terms of the Purchase Agreement.** This Assignment is entered into pursuant to the Purchase Agreement, to which reference is made for a further statement of the rights and obligations of WPG and Buyer with respect to the Assigned IP. The representations, warranties, covenants, agreements and indemnities 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 of this Assignment, the terms of the Purchase Agreement shall govern.

**4. Successors and Assigns.** This Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and permitted assigns. Notwithstanding the immediately preceding sentence, WPG shall not assign its rights or obligations hereunder without the prior written consent of Buyer. No assignment shall relieve the assigning party of any of its obligations hereunder.

**5. Governing Law.** This Assignment shall be governed by and construed in accordance with the internal laws of the State of Utah without giving effect to any choice or conflict of law provision or rule (whether of the State of Utah or any other jurisdiction).

**6. 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 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 Assignment.

*[Remainder of Page Intentionally Blank; Signature Page Follows]*

IN WITNESS WHEREOF, WPG has duly executed and delivered this Assignment as of the date first above written.

**WPG:**

WASATCH POWDERBIRD GUIDES INC.,  
a Utah corporation

By: Kevin O'Rourke  
Name: Kevin O' Rourke  
Title: Vice President and COO

**AGREED TO AND ACCEPTED BY:**

**BUYER:**

POWDR-WPG, LLC,  
a Utah limited liability company

By: Powdr Corp.  
Its: Manager

By: \_\_\_\_\_  
Name: Justin Sibley  
Title: Co-President, Senior Vice President and Chief  
Financial Officer

Signature Page to  
Intellectual Property Assignment

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Name: Kevin O' Rourke

Title: Vice President and COO

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Name: Justin Sibley

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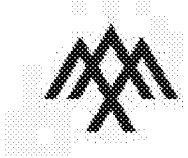
Signature Page to  
Intellectual Property Assignment

SCHEDULE 1

ASSIGNED PATENTS AND PATENT APPLICATIONS

NONE.

ASSIGNED TRADEMARKS REGISTRATIONS AND APPLICATIONS

Mark	Registration No.	Next action item and due date	Owner of record
	4812128	8/15 due September 15, 2021	Wasatch Powderbird Guides, Inc.
POWDERBIRD	3734753	8/9 due January 5, 2020	Wasatch Powderbird Guides, Inc.

ASSIGNED COPYRIGHTS REGISTRATIONS AND APPLICATIONS

NONE.