

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM517069

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
SEQUENCE:	2		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
AllTrails Holdco, LLC		04/01/2019	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	AllTrails, LLC		
Street Address:	111 Pine St. Ste. 1605		
City:	San Francisco		
State/Country:	CALIFORNIA		
Postal Code:	94111		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Serial Number:	88288165		
Serial Number:	88288148	ALLTRAILS	
Serial Number:	77895138	ALLTRAILS	
CORRESPONDENCE DATA			
Fax Number:	3105569828		
<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:	3105984156		
Email:	ipdocket@foxrothschild.com		
Correspondent Name:	Lori S. Kozak		
Address Line 1:	997 Lenox Drive, Building 3		
Address Line 4:	Lawrenceville, NEW JERSEY 08648-2311		
ATTORNEY DOCKET NUMBER:	174827.00100, 00200		
NAME OF SUBMITTER:	Lori S. Kozak		
SIGNATURE:	/Lori S. Kozak/		
DATE SIGNED:	04/02/2019		
Total Attachments: 4			
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TRADEMARK ASSIGNMENT AGREEMENT

This Trademark Assignment Agreement (“**Agreement**”), effective as of April 1, 2019, is entered into by and between AllTrails Holdco, LLC, a Delaware limited liability company (“**Assignor**”) and AllTrails, LLC, a Delaware limited liability company (“**Assignee**”, together with Assignor, collectively, the “**Parties**”).

WHEREAS, the Parties have entered into that Contribution Agreement dated on or about the Effective Date, by and among Assignor, AllTrails Holdco, LLC, a Delaware limited liability company and Assignee pursuant to which all Contributed Assets will be transferred to Assignee;

WHEREAS, Assignor is the owner of the trademark registrations identified in the attached Schedule A (the “**Trademarks**”);

WHEREAS, Assignor wishes to convey to Assignee all of Assignor’s right, title and interest in and to the Trademarks; and

WHEREAS, Assignee wishes to acquire all of Assignor’s right, title and interest in and to the Trademarks.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. **Assigning.** As of the Effective Date, Assignor hereby assigns, transfers and delivers to Assignee, irrevocably and exclusively throughout the world, and Assignee does hereby accept from Assignor, all of Assignor’s right, title and interest in and to the Trademarks, including all goodwill associated therewith any symbolized thereby, all remedies against infringements thereof, and all claims, causes of action, rights of recovery and rights of set-off of any kind, all damages and payments for past, present and future infringement, dilution or misappropriation of such Trademarks, and the right to sue and recover for past, present and future infringements, dilutions or misappropriations of such Trademarks, and any and all corresponding rights that have been, now or hereafter may be secured throughout the world with respect to such Trademarks. The Trademarks are being assigned as part of the entire business or portion thereof to which the Trademarks pertain, as required by Section 10 of the Trademark Act, 15 U.S.C. § 1060.

2. **Recordation.** Assignor hereby authorizes the Commissioner of Patents and Trademarks in the United States Patent and Trademark Office, and the corresponding entities or agencies in any applicable foreign countries or multinational authorities, to record Assignee as the assignee of all of Assignor’s right, title and interest in, to and under the Assigned Trademarks and to deliver to Assignee, and to Assignee’s attorneys, agents, successors or assigns, all official documents and communications.

3. **Further Assurances.** Assignor shall, from time to time, at the request of Assignee, execute and deliver such other instruments of conveyance and transfer (including powers of attorney) as are reasonably required by Assignee or its successors and assigns to effect, register or maintain the Trademarks.

4. **Successors and Assigns.** Except as otherwise expressly provided herein, all covenants and agreements contained in this Agreement by or on behalf of any of the Parties shall bind and inure to the benefit of the respective successors and assigns of the Parties whether so expressed or not.

5. **Counterparts.** This Agreement may be executed simultaneously in two or more counterparts, any one of which need not contain the signatures of more than one party, but all such counterparts taken together shall constitute one and the same Agreement. Delivery of an executed counterpart to this Agreement by facsimile or PDF file will be deemed to be delivery of an original executed counterpart to this Agreement.

6. **Governing Law.** This Assignment and any dispute shall be governed by and construed in accordance with the laws of the State of Delaware, without giving effect to the conflicts of laws principles thereof that might lead to the application of laws other than the laws of the State of Delaware.

7. **Waiver; Amendment.** Neither this Agreement nor any provision hereof shall be waived, amended, modified, changed, discharged or terminated except by an instrument in writing executed by the Parties.

8. **Severability.** If any provision of this Agreement or the application of any such provision to any person or circumstance shall be declared illegal, void or unenforceable in any respect by a court of competent jurisdiction, all other provisions of this Agreement shall not be affected and shall remain in full force and effect.

9. **Entire Agreement.** This Agreement, those documents expressly referred to herein and other documents of even date herewith embody the complete agreement and understanding among the Parties and supersede and preempt any prior understandings, agreements or representations by or among the parties, written or oral, that may have related to the subject matter hereof in any way.

(Signature Page Follows)

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

ASSIGNOR

ASSIGNEE



ALLTRAILS HOLDCO, LLC

ALLTRAILS, LLC

By: Jade Van Doren
Name: Jade Van Doren
Title: CEO

By: Jade Van Doren
Name: Jade Van Doren
Title: CEO

**SCHEDULE A
TRADEMARKS**

Mark	Jurisdiction	Owner	Serial No. / Filing Date	Reg. No / Reg. Date
	US	ALLTRAILS, INC.	88288165 / 02/04/2019	None – 1B application pending
ALLTRAILS	US	ALLTRAILS, INC.	88288148 / 02/04/2019	None – 1B application pending
	US	ALLTRAILS, INC.	77895138 / 12/16/2009	3824791 / 07/27/2010