

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM539602

<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>
LOVETOKNOW		07/17/2019	Corporation: CALIFORNIA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	ALLTRAILS, LLC		
<b>Street Address:</b>	530 Bush Street, Suite 900		
<b>City:</b>	San Francisco		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	94108		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	77167879	TRAILS.COM	
<b>Serial Number:</b>	77975241	TRAILS.COM	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	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>			
<b>Phone:</b>	3105984156		
<b>Email:</b>	ipdocket@foxrothschild.com		
<b>Correspondent Name:</b>	Lori S. Kozak		
<b>Address Line 1:</b>	997 Lenox Drive, Building 3		
<b>Address Line 4:</b>	Lawrenceville, NEW JERSEY 08648-2311		
<b>ATTORNEY DOCKET NUMBER:</b>	174827.00400, 00401		
<b>NAME OF SUBMITTER:</b>	Lori S. Kozak		
<b>SIGNATURE:</b>	/Lori S. Kozak/		
<b>DATE SIGNED:</b>	09/05/2019		
<b>Total Attachments: 6</b>			
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source=AllTrails - IP Assignment Agreement (Trails.com)#page6.tif

## INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT (this “IP Assignment”), dated as of July 17, 2019, is made by LoveToKnow, a California corporation with a registered office at 1325 Howard Ave., Suite 307, Burlingame, CA 94010 (“Seller”), in favor of AllTrails, LLC, a Delaware limited liability company with a registered office at 530 Bush Street, Suite 900, San Francisco, CA 94108 (“Buyer”), the purchaser of certain assets of Seller pursuant to that certain Asset Purchase Agreement, dated as of the date hereof (the “Purchase Agreement”), by and between Seller and Buyer. Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to them in the Purchase Agreement.

WHEREAS, under the terms of the Purchase Agreement, Seller has agreed to convey, transfer and assign to Buyer, among other assets, certain intellectual property of Seller, and has agreed to execute and deliver this IP Assignment, for recording with governmental authorities.

NOW THEREFORE, the parties agree as follows:

1. Assignment. In consideration for the execution of the Purchase Agreement, the payment of the consideration stipulated in the Purchase Agreement and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller hereby irrevocably conveys, transfers and assigns to Buyer, and Buyer hereby accepts, all of Seller’s right, title and interest in and to the Intellectual Property Assets set forth in Schedule 1 hereto, including the Customer Subscriptions, the Trails.com iPhone app, Domain Names, the Website, the Trademarks, the Website Content, the Website Software, the Website Credentials, the Database, the Social Media Rights, and all copyrights (whether registered or unregistered) directly related to the foregoing or any of the other Purchased Assets (the “Assigned IP”).

2. Recordation and Further Actions. Seller authorizes all applicable governmental officials to record and register this IP Assignment upon request by Buyer. Seller shall take such steps and actions following the date hereof, including the execution of any documents, files, registrations, or other similar items, to ensure that the Assigned IP is properly assigned to Buyer, or any assignee or successor thereto.

3. Terms of the Purchase Agreement. The terms of the Purchase Agreement, including, but not limited to, the representations, warranties, covenants, agreements and indemnities relating to the Assigned IP are incorporated herein by this reference. The parties hereto acknowledge and agree that 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 hereof, the terms of the Purchase Agreement shall govern.

4. Counterparts. 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.

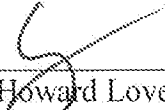
5. Successors and Assigns. This IP Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

6. Governing Law. 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 State of Delaware. The parties irrevocably submit to the exclusive jurisdiction of the State of Delaware in relation to any legal action or proceedings (including non-contractual disputes and claims) arising out of or in connection with this IP Assignment.

[Signature Page Follows]

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

**LOVETOKNOW**

By:   
Name: Howard Love  
Title: Chief Executive Officer

AGREED TO AND ACCEPTED:

**ALLTRAILS, LLC**

DocuSigned by:  
  
By:   
Name: Jade Van Doren  
Title: Chief Executive Officer

## Schedule 1

### Assigned IP

#### **Customer Subscriptions**

##### **Email List**

1.2 million subscribed email addresses

##### **Free Members**

3,696,994 registered email addresses (overlaps with the email subscriber list above)

##### **Premium Members: Web**

9,106 revolving website subscriptions as of 6/4/2019, as noted here. These are all managed in Recurly and set to autopay via Stripe.

##### **Premium Members: Trails.com iPhone App**

There are 1,087 revolving subscriptions as of 6/4/2019, as noted here, set to autopay via App Store subscription services.

#### **Database**

The collection of any and all data or information of any kind and in whatever form held by or Controlled by Seller prior to the Closing Date relating to user accounts of the Business, including all forms of trail data, trail recordings, geospatial data, GPS data saved in GPS Exchange format (GPX files), data collections and related content and to the extent obtained exclusively by Seller with respect to the Business and retained by Seller, all e-mail lists, e-mail accounts, corresponding message history data, and any related content., and including:

1. Trail data, trail recordings, geospatial data, GPS data saved in GPS Exchange format (GPX files) to be provided
2. Email list referenced above
3. User list referenced above

#### **Domain Names**

1. trails.com;
2. trails.co;
3. trails.camp;

4. trails.cm;
5. trails.jp;
6. trails.news; and
7. trails.ocks

**Social Media Rights/Accounts**

Facebook	12,818 followers	<a href="https://www.facebook.com/Trails/">https://www.facebook.com/Trails/</a>
Instagram	4,665 followers	<a href="https://www.facebook.com/Trails/">https://www.facebook.com/Trails/</a>
Pinterest	3,000 followers	<a href="https://www.pinterest.com/trailsdotcom/">https://www.pinterest.com/trailsdotcom/</a>
Twitter	2,292	<a href="https://twitter.com/trails">https://twitter.com/trails</a>
YouTube	21,153 followers	<a href="https://www.youtube.com/channel/UCRVB6Pj12_nr-hY10uc-nw">https://www.youtube.com/channel/UCRVB6Pj12_nr-hY10uc-nw</a>

**Trademarks**

**Registered**

Trails.com  
 Serial # 77167879  
 Registration #: 341127  
 US PTO link

Trails.com  
 Serial #: 77975241  
 Reg # 368439  
 US PTO link.

**Unregistered**

Trails.com logo:



### **Trails.com iPhone App**

Mobile iOS application for the iPhone only (iPad and Android not supported) used by Seller's customers for discovering, navigating, and saving hiking trail information.

### **Website**

Web property appearing at the URL [www.trails.com](http://www.trails.com) and all subsidiary pages thereto.

### **Website Content**

All content (e.g., text) owned by Seller that is currently contained on the Website and used exclusively in the operation of the Website, including:

1. Trail pages
2. Map pages [General layers, topo map pages, etc.]
3. State and location based search result pages
4. Article pages
5. Trail guides page
6. Social pages, such as activity feed
7. Conversion/Premium subscription focused pages
8. User profile pages and all related user generated content

### **Website Credentials**

All authorized credentials required to operate the Website, including the credentials required for all tools, code, and third-party accounts, including social media accounts, in each case, to the extent exclusively related to the Website.

### **Website Software**

Software owned by Seller and currently used exclusively in the operation of the Website. For the avoidance of doubt, Website Software does not include any Software that is licensed to Seller pursuant to contracts with third parties.

Certain features and elements of the Website Software are derivative of features and elements shared across Seller's various website properties