

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM539942

SUBMISSION TYPE:	RESUBMISSION		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
RESUBMIT DOCUMENT ID:	900513708		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
AAA Tent & Awning Company		04/01/2015	Corporation: UTAH
RECEIVING PARTY DATA			
Name:	Salt Creek Creations, LLC		
Street Address:	9381 Peacock Drive		
City:	Sandy		
State/Country:	UTAH		
Postal Code:	84093		
Entity Type:	Limited Liability Company: UTAH		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	2954773	KIRKHAM'S	
Registration Number:	0813896	SPRINGBAR	
Registration Number:	2954774	BEST TENT MADE IN AMERICA	
Registration Number:	1583719	SIDE VIEW END VIEW	
CORRESPONDENCE DATA			
Fax Number:			
<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>			
Email:	preston@projectcip.com		
Correspondent Name:	Preston P. Frischknecht		
Address Line 1:	408 Sheridan Ridge Lane		
Address Line 4:	Nibley, UTAH 84321		
NAME OF SUBMITTER:	Preston P. Frischknecht		
SIGNATURE:	/Preston P. Frischknecht/		
DATE SIGNED:	09/09/2019		
Total Attachments: 5			
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INTELLECTUAL PROPERTY ASSIGNMENT

This Intellectual Property Assignment (this "Assignment"), dated April 1, 2015, is entered into by and between Jack Kirkham Jr., an individual in Utah, and AAA Tent & Awning Company, a Utah corporation (collectively "Assignors") and Salt Creek Creations, LLC, a Utah limited liability company ("Assignee"). Each of Assignors and Assignee shall be referred to herein as a "Party" and collectively as the "Parties."

WITNESSETH

WHEREAS, Assignors are the owner of certain intellectual property related to AAA Tent & Awning and Kirkham's Outdoor Products;

WHEREAS, Assignee is a company formed by Assignors;

WHEREAS, the Assignors want to assign the Intellectual Property to Assignee;

WHEREAS, Assignee desires to acquire the Intellectual Property from Assignors.

NOW, THEREFORE, in consideration of the premises and mutual covenants and agreements herein contained, it is agreed by and between the Parties hereto as follows:

ARTICLE I THE ASSIGNMENT


1.1 For and in consideration of Ten Dollars (\$10.00), and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignors hereby assign unto Assignee all rights, title and interest in and to the Intellectual Property, together with the goodwill of the business in connection with which the below mentioned marks are used and which is symbolized by the said marks.

1.2 Furthermore, Assignors hereby assign and transfer to said Assignee all income, royalties, damages and payments now or hereafter due or payable with respect to all causes of action (either in law or in equity) and the right to sue, counterclaim, and recover for past, present, and future infringement of the rights assigned or to be assigned under this Assignment.

ARTICLE II REPRESENTATIONS AND WARRANTIES; INDEMNIFICATION

2.1 Assignors warrant to Assignee that:

2.1.1 assignors are duly organized and in good standing in the State of Utah;



AAA Tent & Awning Co. Initials

- 2.1.2 assignors have the capacity to enter into and perform this Assignment and all transactions contemplated herein and that all corporate, director, shareholder, and other actions required to authorize Assignors to enter into and perform this Assignment have been properly taken;
- 2.1.3 assignors will not breach any other agreement or arrangement by entering into or performing this Assignment;
- 2.1.4 assignors are not subject to any governmental order, judgment, decree, debarment, sanction or laws that would preclude the actions contemplated by this Assignment;
- 2.1.5 this Assignment has been duly executed and delivered by it and is valid and binding upon it in accordance with its terms; and
- 2.1.6 assignors are the sole and present owners of the Intellectual Property and have good title to the Intellectual Property, free of any claims or encumbrances of any party whatsoever. Assignors warrant that assignors have not made any previous assignments of the Intellectual Property.

2.2 Assignee warrants to Assignors that:

- 2.2.1 it will not breach any other agreement or arrangement by entering into or performing this Assignment;
- 2.2.2 it is not subject to any governmental order, judgment, decree, debarment, sanction or laws that would preclude the actions contemplated by this Assignment; and
- 2.2.3 this Assignment has been duly executed and delivered by it and is valid and binding upon it in accordance with its terms.

ARTICLE III

GENERAL PROVISIONS

3.1 Assignors shall do all further things necessary to effectuate the assignment, warranties, and covenants contained herein, and without additional compensation (other than reimbursement of actual out-of-pocket expenses necessarily incurred) fully cooperate with Assignee in applying for and securing Assignee's rights in the Intellectual Property in all legal jurisdictions in which Assignee seeks to protect such rights and secure such registrations. Without limiting the generality of the foregoing: (a) Assignors shall promptly execute and deliver all proper documents presented to Assignors for signature by Assignors to enable Assignee to secure such protection and to transfer legal title or other rights therein or thereunder, together with any registrations

that may be issued or granted thereon, to Assignee; and (b) Assignors will give such true information and testimony, under oath if requested, as may be requested of it by Assignee with respect to the same.

3.2 This Assignment shall be construed to benefit the Parties and their respective successors and assigns only, and shall not be construed to create third party beneficiary rights in any other party or in any governmental organization or agency.

3.3 This Assignment shall be governed by and interpreted in accordance with the laws of the State of Utah, without regard to any conflict of laws or choice of laws principles that would permit or require the application of the laws of any other jurisdiction.

3.4 The Parties consent to the jurisdiction of any court of the State of Utah and of any federal court located in Salt Lake County, Utah.

3.5 Should suit be brought to enforce or interpret any part of this Assignment, the prevailing party shall be entitled to recover, as an element of the costs of suit and not as damages, reasonable attorneys' fees to be fixed by the court (including without limitation, costs, expenses and fees on any appeal). The prevailing party shall be the party entitled to recover its costs of suit, regardless of whether such suit proceeds to final judgment. A party not entitled to recover its costs shall not be entitled to recover attorneys' fees. No sum for attorneys' fees shall be counted in calculating the amount of a judgment for purposes of determining if a party is entitled to recover costs or attorneys' fees.

3.6 All notices, payments, and other required or permitted communications shall be in writing, and shall be addressed as follows:

If to Assignors: AAA Tent And Awning Company
3125 South State Street
Salt Lake City, UT 84115
Facsimile: () _____

If to Assignee: Salt Creek Creations, LLC
9381 Peacock Drive
Sandy, UT 84093
Attn: Jack Kirkham Jr.
Facsimile: () _____

All notices shall be given (a) by personal delivery to the party, (b) by facsimile, or (c) by overnight or other express courier services. All notices shall be effective and shall be deemed given on the date of receipt at the principal address if received during normal business hours, and, if not received during normal business hours, on the next business day following receipt. Either Party may change its address by notice to the other Party.

3.7 The failure of either Party to insist on the strict performance of any provisions of this Assignment or to exercise any right, power, or remedy upon a breach hereof shall not constitute a waiver of any provision of this Assignment or limit such Party's right thereafter to enforce any provision or exercise any right.

3.8 No modification of this Assignment shall be valid unless made in writing and duly executed by each Party.

3.9 Each Party shall take, from time to time and without additional consideration, such further actions and execute such additional instruments as may be reasonably necessary or convenient to implement and carry out the intent and purpose of this Assignment.

3.10 This Assignment contains the entire understanding of the Parties and supersedes all prior agreements and understandings between the Parties relating to the subject matter hereof. This Assignment shall be binding upon and inure to the benefit of the respective successors and permitted assigns of the Parties.

3.11 This Assignment may be executed in any number of counterparts, and it shall not be necessary that the signatures of both Parties be contained on any counterpart. Each counterpart shall be deemed an original, but all counterparts together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the Parties hereto have executed this Assignment as of the date first written hereinabove.

"Assignors"

Jack Kirkham Jr.,
an individual in Utah

AAA Tent & Awning Company,
a Utah corporation



By: Jack Kirkham Jr., Individually
and as President

"Assignee"

Salt Creek Creations, LLC,
a Utah LLC



By: Jack Kirkham Jr., Member

Exhibit A

Description of Intellectual Property

PORTICO - PATENT U.S. D601,653

KIRKHAM'S OUTDOOR PRODUCTS - TRADEMARK U.S. REG. NO. 2954773

SPRINGBAR - TRADEMARK U.S. REG. NO. 0813896; CANADA REG. TMA232537

BEST TENT MADE IN AMERICA - TRADEMARK U.S. REG. NO. 2954774

PORTICO - TRADEMARK U.S. REG. NO. N/A

SIDE VIEW END VIEW - TRADEMARK U.S. REG. NO. 1583719

AAA Tent & Awning Company Initials: