

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM547502

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
TraceMe Inc.		10/04/2019	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	NIKE, Inc.		
Street Address:	One Bowerman Drive		
City:	Beaverton		
State/Country:	OREGON		
Postal Code:	97005-6453		
Entity Type:	Corporation: OREGON		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	5623373	TRACEME	
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>			
Phone:	503-671-6453		
Email:	nike.docket@nike.com		
Correspondent Name:	Jennifer Martin Reynolds		
Address Line 1:	One Bowerman Drive		
Address Line 4:	Beaverton, OREGON 97005-6453		
NAME OF SUBMITTER:	Jennifer Martin Reynolds		
SIGNATURE:	/Jennifer M. Reynolds/		
DATE SIGNED:	10/31/2019		
Total Attachments: 6			
source=Trademark Assignment for TRACEME RN 5623373#page1.tif			
source=Trademark Assignment for TRACEME RN 5623373#page2.tif			
source=Trademark Assignment for TRACEME RN 5623373#page3.tif			
source=Trademark Assignment for TRACEME RN 5623373#page4.tif			
source=Trademark Assignment for TRACEME RN 5623373#page5.tif			
source=Trademark Assignment for TRACEME RN 5623373#page6.tif			

CH \$40.00 5623373

TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT (this "*Assignment*") is made and entered into as of October 4, 2019 (the "*Effective Date*") by and between TraceMe Inc., a Delaware corporation with its principle offices located at 817 E Shelby Street, Seattle, Washington 98102 ("*Assignor*"), and NIKE, Inc., an Oregon corporation with its principle offices located at One Bowerman Drive, Beaverton, Oregon 97005 ("*Assignee*").

WHEREAS, pursuant to that certain Asset Purchase Agreement (the "*APA*"), dated on or about the date of this Assignment, between Assignor and Assignee, Assignor sold, assigned, transferred, conveyed, and delivered to Assignee all of Assignor's right, title, and interest in and to certain assets, including, without limitation, the Assigned Trademarks (as defined below); and

WHEREAS, pursuant to the APA, Assignor and Assignee have agreed to enter into this Assignment.

NOW, THEREFORE, in consideration of the promises and covenants set forth in the APA and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Conveyance of Trademarks. Assignor hereby sells, assigns, transfers, conveys, and delivers to Assignee, and Assignee hereby accepts, all of Assignor's right, title, and interest in, to and under (i) the Trademarks listed on Schedule A hereto, (ii) any and all rights, priorities, and privileges of Assignor provided under the laws of the United States and all other state or foreign laws, multinational law, compact, treaty, protocol convention, or organization, (iii) with respect to all of the foregoing, the common law rights and goodwill appurtenant thereto, (iv) all rights to collect royalties and proceeds in connection with any of the foregoing ((i)-(iv) above, the "*Assigned Trademarks*"), (v) all rights to prosecute and maintain any of the foregoing, and (vi) rights to sue and bring other claims for past, present and future infringement, misappropriation, or other violation of any of the foregoing and all rights to recover and retain damages (including attorneys' fees and expenses) or lost profits in connection therewith.

2. Recordation. Assignor hereby requests that any applicable governmental entity or registrar (including any applicable foreign or international office or registrar), record Assignee as the assignee and owner of the Assigned Trademarks.

3. Information and Assistance.

3.1 Upon Assignee's reasonable request and without further compensation, Assignor shall execute, acknowledge and deliver all the instruments and documents and shall take all the actions reasonably necessary or required by law to consummate and make fully effective the transaction contemplated by this Assignment.

3.2 If Assignee is unable for any reason to secure Assignor's signature to any document required to file, prosecute, register, or memorialize the assignment of any rights under any Assigned Trademarks as provided under this Assignment, Assignor hereby irrevocably designates and appoints Assignee and Assignee's duly authorized officers and agents as Assignor's agents and attorneys-in-fact to act for and on Assignor's behalf and instead of Assignor to take all lawfully permitted acts to further the filing, prosecution, registration, memorialization of assignment, issuance, and enforcement of rights under the Assigned Trademarks, all with the same legal force and effect as if executed by Assignor. The foregoing is deemed a power coupled with an interest and is irrevocable.

4. Successors and Assigns. This Assignment and all the provisions hereof shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and permitted assigns. Nothing herein, express or implied, shall give or be construed to give to any person, other than the parties hereto and such permitted assigns, any legal or equitable rights hereunder.

5. Counterparts. This Assignment may be executed in two or more consecutive counterparts (including by facsimile), each of which shall be an original, with the same effect as if the signatures thereto and hereto were upon the same instrument. The Assignment shall become effective when each party has signed one or more counterparts, and delivered them (by facsimile or otherwise) to the other party.

6. APA Controls. This Assignment is provided pursuant to the APA, to which reference is made for a further statement of the rights and obligations of Assignor and Assignee with respect to the Assigned Trademarks. Nothing contained in this Assignment shall be deemed to modify, supersede, enlarge, or affect the rights of any person under the APA. If any provision of this Assignment is inconsistent or conflicts with the APA, the APA shall control.

7. Severability. If any term of this Assignment is invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of this Assignment or invalidate or render unenforceable such term or provisions in any other jurisdiction.

8. Governing Law. This Assignment and all claims or causes of action (whether in contract, tort or otherwise) that may be based upon, arise out of or relate to this Assignment or the negotiation, execution, or performance of this Assignment shall be governed by and construed in accordance with the laws of the State of Delaware, U.S.A., without giving effect to any choice or conflict of law provision or rule.

[Signature Page Follows]

IN WITNESS WHEREOF, the undersigned have caused this Trademark Assignment to be executed, effective as of the Effective Date.

ASSIGNOR: TRACEME INC.

By: _____

Name: _____

Title: _____


Jason Lee Keenan
CEO

Acknowledged and Accepted:

ASSIGNEE: NIKE, INC.

By: _____

Name: Dan Burnham

Title: Vice President

[[Signature Page to Trademark Assignment]]

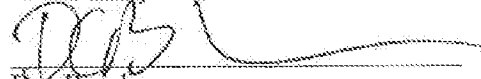
IN WITNESS WHEREOF, the undersigned have caused this Trademark Assignment to be executed, effective as of the Effective Date.

ASSIGNOR: TRACEME INC.

By: _____
Name:
Title:

Acknowledged and Accepted:

ASSIGNEE: NIKE, INC.

By: 
Name: Dan Burnham
Title: Vice President

[[Signature Page to Trademark Assignment]]

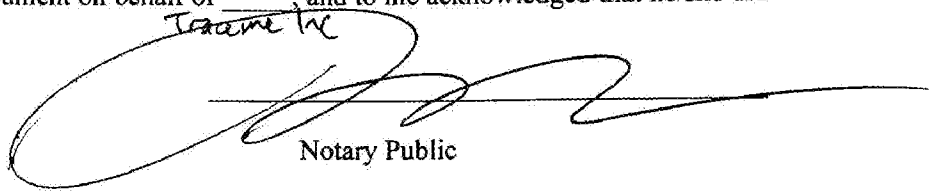
NOTARIAL CERTIFICATE

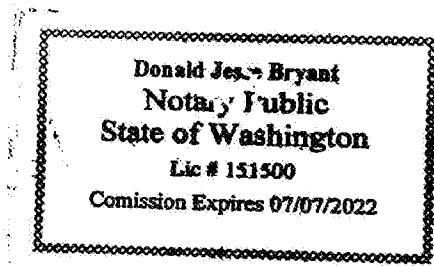
UNITED STATES OF AMERICA)

STATE OF Washington : ss.:

CITY/COUNTY OF King)

I, Donald Jesse Bryant, the undersigned Notary Public do hereby certify that Jason Leekeman, as CEO of Trace, Inc Belzone Inc, who signed the foregoing Assignment document, was authorized on the 2nd day of Oct, to execute the foregoing Assignment document on behalf of Trace Inc, and to me acknowledged that he/she did sign the said document.


Notary Public



SCHEDULE A TO TRADEMARK ASSIGNMENT

COUNTRY	TRADEMARK	APPLICATION/REGISTRATION NO.	APPLICATION/REGISTRATION DATE	OWNER OF RECORD
United States	TRACEME	RN: 5623373 SN: 87378987	Registered December 4, 2018 Int'l Class: 45 First Use: September 8, 2017 Filed: March 21, 2017	Traceme Inc. (Delaware Corp.) Suite 300 240 2nd Ave S Seattle Washington 98104