

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM550083

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Free Range American, LLC		11/01/2019	Limited Liability Company: WYOMING
RECEIVING PARTY DATA			
Name:	Free Range American Media Company LLC		
Street Address:	355 Spencer Lane		
City:	San Antonio		
State/Country:	TEXAS		
Postal Code:	78201		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	5842574		
Serial Number:	88045030	DO AWESOME SHIT	
Serial Number:	88100259	FREE RANGE AMERICAN	
CORRESPONDENCE DATA			
Fax Number:	2166960740		
<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:	216-861-7079		
Email:	Assignments@bakerlaw.com		
Correspondent Name:	Candice M. Reder		
Address Line 1:	127 Public Square, Suite 2000, Key Tower		
Address Line 4:	Cleveland, OHIO 44114		
ATTORNEY DOCKET NUMBER:	110866.000001		
NAME OF SUBMITTER:	Candice M. Reder		
SIGNATURE:	/Candice M. Reder/		
DATE SIGNED:	11/20/2019		
Total Attachments: 6			
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INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT (“**IP Assignment**”), dated as of November 1, 2019, is made by FREE RANGE AMERICAN, LLC a Wyoming limited liability company (“**Seller**”), in favor of FREE RANGE AMERICAN MEDIA COMPANY LLC, a Delaware limited liability company (“**Buyer**”), the purchaser of certain assets of Seller pursuant to an Asset Purchase Agreement, between Buyer, Seller, John Dudley and Andrew Stumpf, dated as of the date hereof (the “**Asset Purchase Agreement**”).

WHEREAS, under the terms of the Asset Purchase Agreement, Seller has conveyed, transferred, and assigned to Buyer, among other assets, certain intellectual property of Seller, and has agreed to execute and deliver this IP Assignment, for recording with the United States Patent and Trademark Office and corresponding entities or agencies in any applicable jurisdictions;

NOW THEREFORE, the parties hereto agree as follows:

1. Assignment. For 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 following (the “**Assigned IP**”):

(a) the trademark and copyright registrations and applications set forth on Schedule 1 hereto and all issuances, extensions, and renewals thereof (the “**Trademarks and Copyright**”), together with the goodwill of the business connected with the use of, and symbolized by, the Trademarks and Copyright; provided that, with respect to the United States intent-to-use trademark applications set forth on Schedule 1 hereto, the transfer of such applications accompanies, pursuant to the Asset Purchase Agreement, that portion of Seller’s business to which the trademark pertains, and that business is ongoing and existing;

(b) the domain names and social media accounts set forth on Schedule 1 hereto (the “**Domain Names and Social Media Accounts**”), together with the goodwill of the business connected with the use of, and symbolized by, the Domain Names and Social Media Accounts;

(c) 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;

(d) 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

(e) any and all claims and causes of action with respect to any of the foregoing, whether accruing before, on, 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. Seller hereby authorizes the Commissioner for Trademarks in the United States Patent and Trademark Office, and the officials of corresponding entities or agencies in any applicable jurisdictions to record and register this IP Assignment upon request by Buyer. Following the date hereof, upon Buyer's reasonable request, Seller 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 reasonably necessary to effect, evidence, or perfect the assignment of the Assigned IP to Buyer, or any assignee or successor thereto.

3. 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 one and the same agreement. A signed copy of this IP Assignment delivered by 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.

4. 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.

5. 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 internal laws of the State of Delaware without giving effect to any choice or conflict of law provision or rule.

[SIGNATURE PAGE FOLLOWS]

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

SELLER:

FREE RANGE AMERICAN, LLC

By: John Dudley
Name: JOHN DUDLEY
Title: CO-OWNER

AGREED TO AND ACCEPTED:

BUYER:

FREE RANGE AMERICAN MEDIA
COMPANY LLC

By: _____
Name: Evan Hafer
Title: Chief Executive Officer and President

[Signature Page to IP Assignment]

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

SELLER:


FREE RANGE AMERICAN, LLC

By: _____
Name: _____
Title: _____

AGREED TO AND ACCEPTED:

BUYER:

FREE RANGE AMERICAN MEDIA
COMPANY LLC


By:  _____
Name: Evan Hafer
Title: Chief Executive Officer and President

[Signature Page to IP Assignment]

TRADEMARK
REEL: 006799 FRAME: 0530

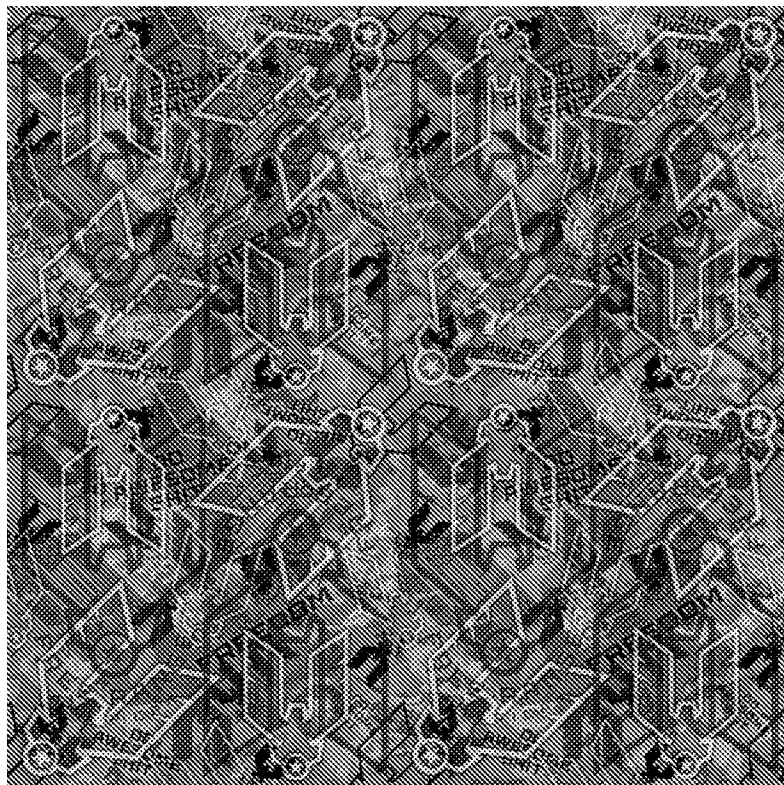
SCHEDULE 1

ASSIGNED TRADEMARK REGISTRATIONS AND APPLICATIONS

Mark/Name	App. No./ Reg. No.	Full Goods/Services	Status/Key Dates	Owner/Designations
<u>EAGLE LOGO and Design</u> 	RN: 5842574 SN: 88045105	(Int'l Class: 25) Clothing, namely, hats and shirts (Int'l Class: 42) Creating an online community on a website for registered users to share information regarding self-improvement of mind, body and spirit via participation in adventure sports, athletics, outdoor recreational activities and motivational endeavors	Registered August 27, 2019 Int'l Class: 25,42 First Use: July 16, 2018 Filed: July 19, 2018	Free Range American, LLC, a Wyoming limited liability company P.O. Box 9590 Kalispell, Montana 59904
<u>DO AWESOME SHIT</u>	SN: 88045030	(Int'l Class: 25) Clothing, namely, hats and shirts (Int'l Class: 45) Providing a website featuring an online community for the sharing of information regarding self-improvement of mind, body and spirit via participation in adventure sports, athletics, outdoor recreational activities and motivational endeavors	Pending - Non-Final Action Mailed May 18, 2019 Int'l Class: 25,45 First Use: July 16, 2018 Filed: July 19, 2018	Free Range American, LLC, a Wyoming limited liability company P.O. Box 9590 Kalispell, Montana 59904
<u>FREE RANGE AMERICAN</u>	SN: 88100259	(Int'l Class: 25) Clothing, namely, hats and shirts (Int'l Class: 42) Creating an online community on a website for registered users to share information regarding self-improvement of mind, body and spirit via participation in adventure sports, athletics, outdoor recreational activities and motivational endeavors	Published - Withdrawn From Issue August 1, 2019 Int'l Class: 25,42 First Use: July 16, 2018 Filed: August 31, 2018	Free Range American, LLC, a Wyoming limited liability company P.O. Box 9590 Kalispell, Montana 59904

ASSIGNED COPYRIGHT APPLICATION

Application Serial No. 1-78677811 (FRA CAMO PATTERN)



ASSIGNED DOMAIN NAMES AND SOCIAL MEDIA ACCOUNTS

Freerangeamerican.us

FreeRangeAmerican – Instagram

FreeRangeAmerican – Facebook

Freerangeamerican - Youtube