

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM561458

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|---|--|-----------------------|----------------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| Twenty Three Horizon Way, LLC | | 12/01/2019 | Limited Liability Company: |
| RECEIVING PARTY DATA | | | |
| Name: | Yonder Global, Inc. | | |
| Street Address: | 1075 Sleeping Child Road | | |
| City: | Hamilton | | |
| State/Country: | MONTANA | | |
| Postal Code: | 59840 | | |
| Entity Type: | Corporation: DELAWARE | | |
| PROPERTY NUMBERS Total: 3 | | | |
| Property Type | Number | Word Mark | |
| Serial Number: | 88152038 | YONDER | |
| Serial Number: | 88152049 | YONDER | |
| Serial Number: | 88152044 | YONDER | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | 31022958 | | |
| <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: | 3105520130 | | |
| Email: | dmartinez@robinskaplan.com | | |
| Correspondent Name: | David Martinez | | |
| Address Line 1: | 2049 Century Park East, Suite 3400 | | |
| Address Line 4: | Los Angeles, CALIFORNIA 90067 | | |
| NAME OF SUBMITTER: | David Martinez | | |
| SIGNATURE: | /David Martinez/ | | |
| DATE SIGNED: | 02/10/2020 | | |
| Total Attachments: 5 | | | |
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| source=Yonder Global - Assignment of US Trademark Applications from TTHW to Yonder Global#page2.tif | | | |
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TRADEMARK ASSIGNMENT AGREEMENT

This Trademark Assignment (the "Assignment") is made and effective as of December 1, 2019 ("Effective Date") by and between Twenty Three Horizon Way, LLC, 2035 Sunset Lake Rd., Suite B-2, Newark, Delaware 19702 (the "Assignor") and Yonder Global, Inc., 1075 Sleeping Child Road, Hamilton MT 59840 (the "Assignee"). The Assignor and the Assignee may hereinafter be referred to individually as a "Party" and/or collectively as the "Parties."

RECITALS

WHEREAS, the Assignor is the Applicant with respect to the trademark applications ("Trademarks") set forth in Exhibit A to that certain Trademark Assignment ("Trademark Assignment") attached hereto;

WHEREAS, Assignee is the successor to the business of Assignee to which the Trademarks pertain;

WHEREAS, that business is ongoing and existing;

WHEREAS, it is the Assignor's intention to assign and transfer to the Assignee all of its right, title, and interest in and to the Trademarks, as set forth below and in the Trademark Assignment; and

WHEREAS, the Assignee desires to purchase and acquire all of the Assignor's right, title, and interest in and to the Trademarks; and

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

1. ASSIGNMENT OF TRADEMARKS.

Effective as of the Effective Date, the Assignor sells, transfers, conveys, assigns, and delivers to the Assignee, and the Assignee accepts and assumes all right, title, and interest of the Assignor in and to the following:

- (a) the Trademarks;
- (b) the goodwill of the business connected with and symbolized by the Trademarks;
- (c) all income, royalties, and damages hereafter due or payable to the Assignor with respect to the Trademarks including, without limitation, damages and payments for past or future infringements and misappropriations of the Trademarks; and

(d) all rights to sue for past, present, and future infringements or misappropriations of the Trademarks.

2. CONSIDERATION.

In addition to the mutual promises, representation and warranties outlined herein and other valuable consideration, the sufficiency of which is hereby acknowledged, the Assignee promises to also pay the Assignor the amount of One Hundred dollars (\$100) (the "Consideration").

3. DOCUMENTATION.

The Assignor shall deliver concurrently herewith an executed copy of the Trademark Assignment attached hereto. Further, the Assignor will, as soon as is reasonably possible following a request from the Assignee, provide the Assignee with a complete copy of all documentation (in any format) relating to the Trademarks for the Assignee's own use, to meet record-keeping requirements of the Assignee, or to allow the Assignee to assert its rights granted pursuant to this Assignment.

4. NO FURTHER USE OF TRADEMARKS.

After the Effective Date, the Assignor agrees to make no further use of the Trademarks or any Trademarks confusingly similar thereto, and the Assignor agrees to not challenge the Assignee's use or ownership, or the validity, of the Trademarks.

5. SUCCESSORS AND ASSIGNS.

All references in this Assignment to the Parties shall be deemed to include, as applicable, a reference to their respective successors and assigns. The provisions of this Assignment shall be binding upon and shall inure to the benefit of the successors and assigns of the Parties.

6. NO IMPLIED WAIVER.

The failure of either Party to insist on strict performance of any covenant or obligation under this Assignment, regardless of the length of time for which such failure continues, shall not be deemed a waiver of such Party's right to demand strict compliance in the future. No consent or waiver, express or implied, to or of any breach or default in the performance of any obligation under this Assignment shall constitute a consent or waiver to or of any other breach or default in the performance of the same or any other obligation.

7. COUNTERPARTS/ELECTRONIC SIGNATURES.

This Assignment may be executed in one or more counterparts, each of which shall be deemed an original but all of which shall constitute one and the same instrument. For purposes of this Assignment, use of a facsimile, e-mail, or other electronic medium shall have the same force and effect as an original signature.

8. SEVERABILITY.

Whenever possible, each provision of this Assignment, will be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Assignment is held to be invalid, illegal, or unenforceable in any respect under any applicable law or rule in any jurisdiction, such invalidity, illegality, or unenforceability will not affect any other provision or any other jurisdiction, but this Assignment will be reformed, construed, and enforced in such jurisdiction as if such invalid, illegal, or unenforceable provisions had never been contained herein.

IN WITNESS WHEREOF, the Parties have executed this Assignment as of Effective Date.

Twenty Three Horizon Way, LLC

By:



Freyr Thor
Chief Executive Officer

Yonder Global, Inc.

By:



Freyr Thor
Chief Executive Officer

TRADEMARK ASSIGNMENT

This Trademark Assignment (the "Assignment") is made and effective as of December 1, 2019 ("Effective Date") by and between Twenty Three Horizon Way, LLC, 2035 Sunset Lake Rd., Suite B-2, Newark, Delaware 19702 (the "Assignor") and Yonder Global, Inc., 1075 Sleeping Child Road, Hamilton MT 59840 (the "Assignee"). The Assignor and the Assignee may hereinafter be referred to individually as a "Party" and/or collectively as the "Parties."

WHEREAS, the Assignor is the Applicant with respect to the trademark applications set forth in Exhibit A;

WHEREAS, Assignee is the successor to the business of Assignee to which the trademark applications pertain, and that business is ongoing and existing;

WHEREAS, the Assignor is hereby assigning to Assignee all of its right, title, and interest in and to the trademark applications, including all common law rights associated therewith, together with the goodwill of the Assignor business connected with and symbolized by said trademarks, together with the sole and exclusive rights to sue for past, present, and future infringements or misappropriations ("Trademarks");

WHEREAS, the Assignee desires to purchase and acquire all of the Assignor's right, title, and interest in and to the Trademarks.

NOW, THEREFORE, in consideration of the covenants and premises set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby sells, assigns, transfers, conveys and delivers to Assignee, and Assignee hereby purchases and acquires from Assignor, the Trademarks.

Twenty Three Horizon Way, LLC

By:



Freyr Thor
Chief Executive Officer

Yonder Global, Inc.



By:

Freyr Thor
Chief Executive Officer

EXHIBIT A

| TRADEMARK | OWNER OF MARK | APP. NO. / DATE | COUNTRY |
|------------------|----------------------|------------------------------|----------------|
| YONDER | Assignor | 88152038 October 11, 2018 | United States |
| YONDER | Assignor | 88152049 October 11, 2018 | United States |
| YONDER | Assignor | 88152044 October 11, 2018 | United States |