

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM571191

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
STEPHEN REGENOLD		04/01/2020	INDIVIDUAL:
RECEIVING PARTY DATA			
Name:	LOLA DIGITAL MEDIA LLC		
Street Address:	5021 VERNON AVE		
Internal Address:	SUITE 167		
City:	EDINA		
State/Country:	MINNESOTA		
Postal Code:	55436		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	5391691	GJ	
Registration Number:	4018898	GEAR JUNKIE	
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:	6124122575		
Email:	ALEX@LOLADIGITALMEDIA.COM		
Correspondent Name:	LOLA DIGITAL MEDIA LLC		
Address Line 1:	5021 VERNON AVE		
Address Line 2:	SUITE 167		
Address Line 4:	EDINA, MINNESOTA 55436		
NAME OF SUBMITTER:	ALEX PHUNG		
SIGNATURE:	/ALEX PHUNG/		
DATE SIGNED:	04/09/2020		
Total Attachments: 4			
source=Trademark Assignment Agreement [Executed 04.01.20]#page1.tif			
source=Trademark Assignment Agreement [Executed 04.01.20]#page2.tif			
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OP \$65.00 5391691

TRADEMARK ASSIGNMENT AGREEMENT

This Trademark Assignment Agreement (“**Trademark Assignment**”), dated as of April 1, 2020, is made by Stephen Regenold (“**Regenold**”), an individual, in favor of Lola Digital Media LLC, a Delaware limited liability company (“**Buyer**”), the purchaser of certain assets relating to the Gear Junkie business pursuant to that certain Asset Purchase Agreement, dated April 1, 2020, by and among Buyer, Regenold, The Gear Junkie LLC, a Minnesota limited liability company (“**Seller**”), and Eugene Santi, an individual (the “**Purchase Agreement**”).

WHEREAS, under the terms of the Purchase Agreement, Regenold and Buyer have agreed to execute and deliver this Trademark Assignment, for recording with the United States Patent and Trademark Office and corresponding entities or agencies in any applicable jurisdictions;

NOW, THEREFORE, the parties agree as follows:

1. Assignment and Acceptance. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Regenold hereby irrevocably conveys, transfers, and assigns to Buyer, and Buyer hereby accepts, all of Regenold’s right, title, and interest in and to the following:

(a) the trademark registrations and trademark applications set forth on Schedule 1 hereto and all issuances, extensions, and renewals thereof (the “**Assigned Trademarks**”), together with the goodwill of the business connected with the use of, and symbolized by, the Assigned Trademarks;

(b) all rights of any kind whatsoever of Regenold accruing under the Assigned Trademarks provided by applicable law of any jurisdiction, by international treaties and conventions, and otherwise throughout the world;

(c) any and all royalties, fees, income, payments, and other proceeds now or hereafter due or payable with respect to the Assigned Trademark; and

(d) any and all claims and causes of action with respect to the Assigned Trademarks, 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. Regenold 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 Trademark Assignment upon request by Buyer. Following the date hereof, at the reasonably request of Buyer, Regenold shall 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 necessary to effect, evidence, or perfect the assignment of the Assigned Trademarks to Buyer.

3. Terms of the Purchase Agreement. The parties hereto acknowledge and agree that this Trademark Assignment is entered into pursuant to the Purchase Agreement, to which reference is made for a further statement of the rights and obligations of Regenold and Buyer with respect to the Assigned Trademarks. 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 Trademark 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 Trademark 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 Trademark Assignment.

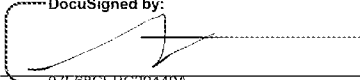
5. Successors and Assigns. This Trademark Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

6. Governing Law. This Trademark 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 Trademark Assignment and the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws of the United States and the State of Minnesota, without giving effect to any choice or conflict of law provision or rule (whether of the State of Minnesota or any other jurisdiction).

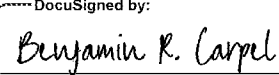
[Remainder of Page Intentionally Blank; Signature Page Follows]

IN WITNESS WHEREOF, Regenold and Buyer have duly executed and delivered this Trademark Assignment Agreement as of the date first written above.

STEPHEN REGENOLD


DocuSigned by:
By: 
07F88CEBC29440A...
Address for Notices:
5401 Wentworth Ave S
Minneapolis, MN 55419

LOLA DIGITAL MEDIA LLC

DocuSigned by:
By: 
D2F70D020C8249C
Name: Ben Cappel
Title: Chief Executive Officer
Address for Notices:
Lola Digital Media LLC
5021 Vernon Ave S, Suite 167
Edina, MN 55436
Attn: Alex Phung

**SCHEDULE 1
ASSIGNED TRADEMARKS**

Trademark Registrations

Mark	Jurisdiction	Registration Number	Registration Date
GEAR JUNKIE	USPTO	4,018,898	August 30, 2011
	USPTO	5,391,691	January 30, 2018