

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM591339

SUBMISSION TYPE:	RESUBMISSION
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL
RESUBMIT DOCUMENT ID:	900551040

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Fly Fishing Film Tour, LLC		10/01/2018	Limited Liability Company: COLORADO

RECEIVING PARTY DATA

Name:	Cruz Bay Publishing, Inc.
Street Address:	5720 Flatiron Parkway
City:	Boulder
State/Country:	COLORADO
Postal Code:	80301
Entity Type:	Corporation: DELAWARE

PROPERTY NUMBERS Total: 3

Property Type	Number	Word Mark
Registration Number:	4726564	FLY FISHING FILM TOUR
Registration Number:	4764508	F3T
Registration Number:	4946198	STONEFLY

CORRESPONDENCE DATA

Fax Number: 8446706009

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.

Phone: 512-770-4223

Email: dwtrademarks@dickinsonwright.com

Correspondent Name: Alison D. Frey

Address Line 1: 1825 Eye Street NW, Suite 900

Address Line 4: Washington, D.C. 20006

NAME OF SUBMITTER:	Virginia Powell
SIGNATURE:	/Virginia Powell/
DATE SIGNED:	08/11/2020

Total Attachments: 12

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ASSIGNMENT AND ASSUMPTION AGREEMENT

THIS ASSIGNMENT AND ASSUMPTION AGREEMENT (this "Agreement") is made, entered into and effective as of October 1, 2018 (the "Effective Date"), by and between Fly Fishing Film Tour, LLC, a Colorado limited liability company (the "Assignor"), and Cruz Bay Publishing, Inc., a Delaware corporation (the "Assignee").

RECITALS

A. Assignor, Assignee and each of the Principals party thereto have entered into a certain Asset Purchase Agreement dated of even date herewith (the "Purchase Agreement"), pursuant to which Assignor has agreed to sell and Assignee has agreed to purchase the Purchased Assets, all on the terms and conditions set forth in the Purchase Agreement.

B. Pursuant to the Purchase Agreement, Assignee has agreed to assume certain liabilities of Assignor.

C. Any and all capitalized terms used but not defined herein shall have the respective meanings ascribed to such terms in the Purchase Agreement.

AGREEMENT

NOW, THEREFORE, for and in consideration of the recitals set forth above and the mutual covenants contained herein, and for other good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Assignment and Assumption. As of the Effective Date, Assignor hereby assigns, sells, transfers and sets over (collectively referred to herein as the "Assignment") to Assignee all of Assignor's right, title, benefit, privileges and interest in and to the Purchased Assets. Assignee hereby accepts the Assignment and assumes and agrees to observe and perform all of the duties, obligations, terms, provisions and covenants in connection with the Assumed Liabilities from and after the Closing Date. Assignee does not assume any other Liabilities of Assignor (other than the Assumed Liabilities), including without limitation, the Retained Liabilities of Assignor set forth in Section 2.6(b) of the Purchase Agreement.

2. Further Assurances. The parties hereto, from time to time, upon the other party's reasonable request and without further consideration, agree to execute and deliver such additional papers, instruments and documents and take such other actions reasonably requested to consummate and make more effective the assignment and assumption and other transactions contemplated by this Agreement.

3. Relationship to Purchase Agreement. The terms of the Purchase Agreement (including without limitation the dispute resolution provisions thereof) are incorporated herein by this reference, and will not be superseded by this Agreement, but will remain in full force and

effect to the full extent provided therein. In the event of any conflict or inconsistency between the Purchase Agreement and this Agreement, the Purchase Agreement will control.

4. Governing Law. This Agreement shall be governed by the laws of the State of Delaware, without giving effect to any conflicts of law principles of another state.

5. Successors and Assigns. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and permitted assigns, but neither party hereto may assign any of its rights or liabilities hereunder without the prior written consent of the other party hereto.

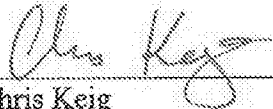
6. Counterparts and Electronic Signatures. This Agreement and any agreements entered into in connection with this Agreement may be executed in one or more counterparts, all of which shall constitute one and the same instrument. Any counterpart, to the extent delivered by means of facsimile machine or by .pdf, .tig, .gif, .peg or similar attachment to electronic mail, shall be treated in all manner and respects as an original executed counterpart and shall be considered to have the same binding legal effect as an original signed version delivered in person.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, each of the parties hereto has duly executed this Agreement as of the date first written above.

ASSIGNOR:

FLY FISHING FILM TOUR, LLC,
a Colorado limited liability company

By: 
Name: Chris Keig
Its: Manager

By: _____
Name: Doug Powell
Its: Manager

By: _____
Name: Ryan Thompson
Its: Manager

ASSIGNEE:

CRUZ BAY PUBLISHING, INC.,
a Delaware corporation

By: _____
Name: Michael Henry
Its: Senior Vice President, Chief Financial
Officer and Treasurer

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FLY FISHING FILM TOUR, LLC,
a Colorado limited liability company

By: _____

Name: Chris Keig

Its: Manager

By:  _____

Name: Doug Powell

Its: Manager

By: _____

Name: Ryan Thompson

Its: Manager

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By: _____

Name: Michael Henry

Its: Senior Vice President, Chief Financial
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[ASSIGNMENT AND ASSUMPTION AGREEMENT]

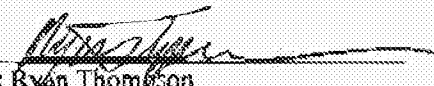
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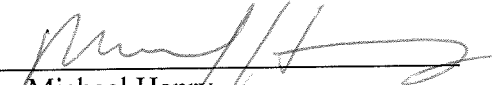
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Name: Ryan Thompson
Its: Manager

ASSIGNEE:

CRUZ BAY PUBLISHING, INC.,
a Delaware corporation

By: 
Name: Michael Henry
Its: Senior Vice President, Chief Financial
Officer and Treasurer

ASSET PURCHASE AGREEMENT

THIS ASSET PURCHASE AGREEMENT (“Agreement”) is made and entered into as of the 1st day of October, 2018, between Fly Fishing Film Tour, LLC, a Colorado limited liability company (the “Company” or the “Seller”), Chris Keig, Doug Powell and Ryan Thompson, all individuals and principals of the Company (each a “Principal” and collectively the “Principals”) and Cruz Bay Publishing, Inc., a Delaware corporation (the “Purchaser”).

RECITAL

WHEREAS, the Company conducts an annual “Fly Fishing Film Tour” (“Tour”), publishes the magazine Stonefly Magazine (the “Publication”); maintains and operates various related websites and search engines, including www.Flyfilmtour.com (collectively, the “Website”); and also engages in business activities to market and sell certain other products and services relating to the Tour, the Publication, and the Websites (collectively, the “Business”).

WHEREAS, the Company desires to sell the Business and the assets of the Company used in relation to the Business to the Purchaser and the Purchaser desires to purchase the Business and such assets of the Company, all in accordance with and subject to the terms of this Agreement.

WHEREAS, the parties desire to incorporate their entire agreement with respect to the purchase and sale of the Business and the assets of the Company in this Agreement;

NOW, THEREFORE, for and in consideration of the premises, the mutual covenants and benefits herein contained, each act done pursuant to this Agreement by each of the parties, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound, hereby agree as follows:

ARTICLE 1. DEFINITIONS.

1.1 Definitions. Words and phrases, whenever capitalized in this Agreement, shall have the meanings set forth on Exhibit A, which is hereby incorporated by reference into and made a part of this Agreement.

1.2 Accounting Terms. All accounting terms not otherwise defined in this Agreement shall be construed in accordance with GAAP.

1.3 Singular and Plural. Where the context herein requires, the singular number shall be deemed to include the plural, and vice versa.

ARTICLE 2. SALE AND PURCHASE.

2.1 Purchase Agreement. Except for the Excluded Assets (defined below) and subject to the terms and conditions set forth herein, the Company hereby agrees to sell and assign to the Purchaser, and the Purchaser hereby agrees to buy from the Seller for the Purchase Price (defined below), all rights, title and interest that the Company has or may have in the property and assets of the Company used in relation to the Business, including without limitation, the property and

assets described in Section 2.2 below (hereinafter collectively referred to as the “Purchased Assets”), free and clear of all Encumbrances.

2.2 Purchased Assets. The following property and assets used in the conduct of the Business are hereby expressly included as part of the Purchased Assets:

(a) Accounts Receivable. All accounts receivable relating to 2019 Tour, and any security interests or other claims, remedies or other rights relating thereto (the “Accounts Receivable”).

(b) Intellectual Property Rights. All Intellectual Property and Intellectual Property Rights related or pertaining to the Business, whether such rights are owned or licensed by the Company or rights in which the Company has a proprietary interest and any and all future rights to any such Intellectual Property Rights, including, but not limited to:

- (i) all Marks;
- (ii) all patents, patent applications, and inventions and discoveries that may be patentable (collectively, “Patents”);
- (iii) all registered and unregistered copyrights in both published works and unpublished works (collectively, “Copyrights”);
- (iv) all know-how, trade secrets, confidential or proprietary information, customer lists, advertiser lists, subscriber lists, circulation lists, software, files, programs, information and market research, technical information, data, process technology, designs, plans, specifications, drawings, blue prints, films and manuscripts (in all forms, collectively “Trade Secrets”);
- (v) all rights in internet web sites and internet domain names, including the Websites (collectively, the “Net Names”), email addresses, but excluding email addresses linked to mayflymedia.com, telephone numbers and other similar addresses or locators presently owned, used, registered or licensed by the Company;
- (vi) all profiles, accounts, memberships or channels on or with third-party Internet applications, platforms or services exclusively used by the Company, including, by way of example and not limitation, any of the following registered in the name of the Seller or operated primarily for the benefit of the Seller: (i) profiles, channels or member accounts for facebook.com, twitter.com, youtube.com, LinkedIn or other social network media; (ii) development credentials for mobile applications such as iPhone, iPad, Android or other mobile computing application stores; and (iii) any cloud computing accounts or management profiles (“Business Online Accounts”);
- (vii) any similar, corresponding or equivalent rights relating to intangible intellectual property;

- (viii) all applications, registrations, issuances, divisions, continuations, renewals, reissuances and extensions of the foregoing.

The Intellectual Property Rights constituting Purchased Assets shall include, without limitation, such Intellectual Property Rights set forth on Schedule 2.2(b).

(c) Equipment. All equipment, computers and computer hardware, furniture, fixtures, and vehicles owned or leased by the Company and used in connection with the Business, including, without limitation, those items set forth on the attached Schedule 2.2(c).

(d) Inventory. All inventories of products owned by the Company that are used in connection with the Business (“Inventories”).

(e) Executory Contracts and Commitments. All executory contracts, service contracts, advertising contracts, commitments, unfilled or partially filled orders for the sale of products or services of the Business and all royalty and fee contracts owned by or assigned to the Company and entered into in connection with the conduct of the Business, together with all right, title and interest in the proceeds of such contracts, including without limitation such Contracts set forth on attached Schedule 2.2(e).

(f) Prepaid Expenses. All prepaid expenses relating to the Business, with the exception of any prepaid expenses in connection with the 2019 Tour, which shall be reimbursed in accordance with Section 2.5.

(g) Goodwill and Other Assets. The goodwill of the Company associated with the Business and all books of account, inventory records, correspondence, customer lists, supplier lists, general and financial books and records, manuals, invoices, credit records of customers, customer work files, subscriber lists, advertiser lists, circulation lists, files, programs, information, advertising and marketing materials, market research in whatever form, and other documents, records and files relating to the Business, including hard copies and electronic or machine readable forms.

2.3 Excluded Assets. Notwithstanding the above, the following assets shall not constitute Purchased Assets and shall remain the property of the Company:

(a) the Company’s corporate minute books, Tax Returns and such other records relating to the organization and capitalization of the Company or that the Company is required by law to retain, provided, however, the Purchaser shall be entitled to copies of and reasonable access to such records to the extent Related to the Business, the operation of the Business, or in any way to the Purchased Assets, the Assumed Liabilities or the rights and obligations of the parties under this Agreement;

(b) the cash, cash equivalents, and bank accounts relating to Business;

(c) Prepaid Expenses. All prepaid expenses relating to the Business, with the exception of any prepaid expenses in connection with the 2019 Tour, which shall be reimbursed to the Company in accordance with Section 2.5; and

**SCHEDULE 2.2(b)
INTELLECTUAL PROPERTY RIGHTS**

This Schedule 2.2(b) provides a list of Intellectual Property Rights constituting Purchased Assets.

Marks

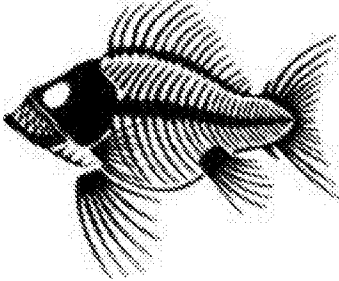
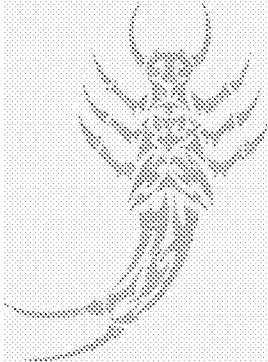
<u>Mark Name</u>	<u>Owner</u>	<u>Status</u>	<u>Registration Number</u>	<u>Jurisdiction</u>
STONEFLY	Fly Fishing Film Tour, LLC	Registered	USPTO Reg. No. 4946198 (filed Sep. 18, 2015)	USA
F3T	Fly Fishing Film Tour, LLC	Registered	USPTO Registration No. 4764508 (filed November 12, 2014)	USA
FLY FISHING FILM TOUR	Fly Fishing Film Tour, LLC	Registered	USPTO Reg. No. 4726564 (filed Jun. 05, 2014)	USA
	Fly Fishing Film Tour, LLC	Unregistered	N/A	USA
 Stonefly Logo	Fly Fishing Film Tour, LLC	Unregistered	N/A	USA

EXHIBIT A

DEFINITIONS

“Affiliate” when used with respect to any Person shall mean any other Person which, directly or indirectly, controls or is controlled by or is under common control with such Person. For purposes of this definition “control” (including the correlative meanings of the terms “controlled by” and “under common control with”), with respect to any Person, shall mean possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of such Person, whether through the ownership of voting securities or by contract or otherwise. As used herein, unless the context otherwise requires, “Affiliate” shall include any Affiliate of the Company.

“Agreement” shall mean this Asset Purchase Agreement, as amended or modified from time to time.

“Assignment and Assumption Agreement” shall mean the Assignment and Assumption Agreement between the Company and the Purchaser in a form as set forth on **Exhibit B** hereto.

“Bill of Sale” shall mean the Bill of Sale from the Company in a form as set forth on **Exhibit C** hereto.

“Business Online Accounts” shall have the meaning set forth in Section 2.2(b)(vi).

“Charter Documents” shall mean with respect to any entity, the certificate of incorporation, articles of incorporation, by-laws, articles of organization, limited liability company agreement, operating agreement, partnership agreement, joint venture agreement, or other similar organizational documents of such entity (in each case, as amended).

“Closing” shall mean the consummation of the purchase and sale of the Purchased Assets contemplated by this Agreement.

“Closing Date” shall mean the date of the Closing.

“Code” shall mean the Internal Revenue Code 1986, as amended from time to time, and the regulations thereunder.

“Confidential Information” means all ideas, information, knowledge and discoveries of the Company, whether or not patentable, trademarkable or copyrightable, that are not generally known in the trade or industry, including product specifications, manufacturing procedures, methods, equipment, compositions, technology, patents, know-how, inventions, improvements, designs, business plans, marketing plans, financial information, cost and pricing information, internal memoranda, formula, development programs, sales methods, customer, supplier, sales representative, distributor and licensee lists, mailing lists, subscriber lists, circulation lists, customer usages and requirements, computer programs, files, programs, market information and

“Liabilities” means liabilities, obligations or commitments of any kind or nature whatsoever, asserted or unasserted, known or unknown, absolute or contingent, accrued or unaccrued, matured or unmatured, or otherwise.

“Marks” means trademarks and service marks (whether or not registered), applications for trademarks and service marks, Company’s name, all assumed fictional business names, trade names, logos, trade dress and other proprietary indicia and all goodwill associated therewith.

“Material Adverse Effect” means any event, occurrence, fact, condition or change that is materially adverse to (a) the business, results of operations, financial condition or assets of the Business, taken as a whole, or (b) the ability of the Seller to consummate the transactions contemplated hereby; provided, however that “Material Adverse Effect” shall not include any event, occurrence, fact, condition or change, directly or indirectly, arising out of or attributable to: (i) general economic or political conditions; (ii) conditions generally affecting the industries in which the Business operates; (iii) any changes in financial, banking or securities markets in general, including any disruption thereof and any decline in the price of any security or any market index or any change in prevailing interest rates; (iv) acts of war (whether or not declared), armed hostilities or terrorism, or the escalation or worsening thereof; (v) any action required or permitted by this Agreement or any action taken (or omitted to be taken) with the written consent of or at the written request of Purchaser; (vi) any changes in applicable Laws or accounting rules (including GAAP), or the enforcement, implementation or interpretation thereof; (vii) any natural or man-made disaster or acts of God, or (viii) any failure by the Business to meet any internal or published projections, forecasts or revenue or earnings predictions (provided that the underlying causes of such failures (subject to the other provisions of this definition) shall not be excluded).

“Net Names” shall have the meaning set forth in Section 2.2(b)(v).

“Person” (whether or not capitalized herein) shall include an individual, a corporation, an association, a partnership, a limited liability company, a trust or estate, a joint Interest company, an unincorporated organization, a joint venture, a trade or business (whether or not incorporated), a government (foreign or domestic) and any agency or political subdivision thereof, or any other entity.

“Proprietary Information” means inventions (whether or not patentable), trade secrets, technical data, databases, customer lists, subscriber lists, advertiser lists, circulation lists, market reasearch, designs, tools, methods, processes, technology, ideas, know how and other confidential or proprietary information and materials.

“Purchaser” shall mean Cruz Bay Publishing, Inc., a Delaware corporation.

“Purchaser’s Attorney” shall mean Dickinson Wright PLLC.

“Related Agreement(s)” shall have the meaning set forth in Section 3.1(d).