

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM606569

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Paleo Media, LLC		10/30/2020	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Pocket Outdoor Media, Inc.		
Street Address:	5720 FLATIRON PARKWAY		
City:	BOULDER		
State/Country:	COLORADO		
Postal Code:	80301		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	4545524	PALEO MEDIA GROUP	
Registration Number:	4527328	PALEO MAGAZINE	
Registration Number:	4588390	PMG PALEO MEDIA GROUP	
Registration Number:	4686976	P	
Registration Number:	4583894	PALEO MAGAZINE MODERN DAY PRIMAL LIVING	
CORRESPONDENCE DATA			
Fax Number:	3037867691		
<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:	303-786-7687		
Email:	mail@db-iplaw.com		
Correspondent Name:	DUFT & BORNSSEN, PC		
Address Line 1:	1319 W Baseline Rd		
Address Line 2:	SUITE 100A		
Address Line 4:	Lafayette, COLORADO 80026		
NAME OF SUBMITTER:	Devin Lee Looijen		
SIGNATURE:	/Devin Lee Looijen/		
DATE SIGNED:	11/03/2020		
Total Attachments: 8			

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INTELLECTUAL PROPERTY ASSIGNMENT

This **INTELLECTUAL PROPERTY ASSIGNMENT** (this “*Assignment*”) is entered into as of October 30, 2020 by and between **POCKET OUTDOOR MEDIA, INC.**, a Delaware corporation (“*Assignee*”) and **PALEO MEDIA, LLC**, a Delaware limited liability company (“*Assignor*”). Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to such terms in the Purchase Agreement (as defined hereinafter).

RECITALS

WHEREAS, Assignee and Assignor have entered into that certain Asset Purchase Agreement, dated as of the date hereof (the “*Purchase Agreement*”), pursuant to which Assignor has agreed to sell, transfer, assign, convey and deliver to Assignee, and Assignee has agreed to purchase, acquire and accept from Assignors, all right, title and interest in, to and under the Transferred Assets, which include certain Intellectual Property and Intellectual Property Rights, including as set forth on Exhibit A hereto, together with the goodwill associated with the Transferred Assets (the “*Purchased Intellectual Property*”), free of any Encumbrances, on the terms and subject to the conditions set forth in the Purchase Agreement; and

WHEREAS, in accordance with the terms of the Purchase Agreement, Assignor and Assignee have agreed to enter into this Assignment to effect the sale, transfer, assignment, conveyance and delivery from Assignor to Assignee of all right, title and interest in, to and under the Purchased Intellectual Property, and the acceptance of such sale, transfer, assignment, conveyance and delivery by Assignee.

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

1. Purchased Intellectual Property. Assignor hereby irrevocably sells, transfers, assigns, conveys and delivers to Assignee, and its successors and assigns, and Assignee hereby accepts such sale, transfer, assignment, conveyance and delivery of, all right, title and interest in, to and under the Purchased Intellectual Property, to have and hold forever, free of any Encumbrances. This sale, transfer, assignment, conveyance and delivery includes all rights in and to any Purchased Intellectual Property provided by international conventions and treaties or the laws of any jurisdiction, including the International Convention for the Protection of Industrial Property, the same to be held and enjoyed by Assignee, for Assignee’s own use and behalf and the use and behalf of Assignee’s successors, legal representatives and assigns, to the full end of the term or terms for which any Intellectual Property may be granted, as fully and entirely as the same would have been held and enjoyed by Assignor had this sale, transfer, assignment, conveyance and delivery not been made. Assignor hereby irrevocably sells, transfers, assigns, conveys and delivers to Assignee, and its successors and assigns, all claims and causes of action for any and all remedies arising out of or related to any infringement, misappropriation or violation of any of the rights assigned hereby and that may have accrued prior to the date of this Assignment, or may accrue after the date of this Assignment, including the rights to sue for, collect and retain damages for past, present and future infringement (before or after issuance), dilution, misappropriation, unlawful imitation or other violation of or conflict with any Purchased Intellectual Property. Assignor and its current and future Affiliates and their successors and assigns agree not to make any claim or argument in contravention of any of the foregoing.

2. Further Conveyances and Assumptions.

(a) From time to time following the Closing, at the sole cost and expense of Assignee, Assignor shall, and shall cause its Affiliates to, (i) execute, acknowledge and deliver all such further conveyances, notices, assumptions, releases and acquittances and such other instruments, and take such further actions, as may be necessary or appropriate to assure fully to Assignee and its successors and assigns, all of the properties, rights, titles, interests, estates, remedies, powers and privileges intended to be conveyed to Assignee under this Assignment, the Purchase Agreement and the other Ancillary Documents, and (ii) assist Assignee in connection with the registration, prosecution, maintenance and/or enforcement of any Purchased Intellectual Property as reasonably requested by Assignee.

(b) If Assignee is unable for any reason to secure the signature of Assignor or Assignor's successors or assigns to any document that Assignee is entitled to under this Assignment, then Assignor hereby irrevocably designates and appoints Assignee, and Assignee's duly authorized officers, agents and representatives, as its agents and attorneys-in-fact, coupled with an interest, with full power of substitution to act for and on the behalf and instead of Assignor, to execute and file any such document or documents and to do all other lawfully permitted acts to further the purposes of this Assignment with the same legal force and effect as if executed by Assignor. Assignor shall not enter into any agreement in conflict with this Assignment.

3. Due Authorization. Assignor hereby irrevocably authorizes and requests the Commissioner for Patents of the United States and any other official of any applicable Governmental Bodies to issue any and all registrations from any and all applications for registration included in the Purchased Intellectual Property to and in the name of Assignee or its designated Affiliate or Affiliates.

4. Conflicts with Purchase Agreement. To the extent there is a conflict between the terms and provisions of this Agreement and the Purchase Agreement, the terms and provisions of the Purchase Agreement will govern.

5. Governing Law. This Agreement shall be governed by, and construed in accordance with, the Legal Requirements of the State of Delaware applicable to Contracts executed in and to be performed entirely within such State.

6. Consent to Jurisdiction. Any controversy, dispute or claim between the parties to this Agreement, including any claim arising out of, in connection with, or in relation to the interpretation, performance or breach of this Agreement, shall be resolved exclusively and finally in accordance with the procedures set forth in Section 7.6 (Governing Law; Consent to Jurisdiction) of the Purchase Agreement.

7. Entire Agreement. This Agreement and the Purchase Agreement (including the Exhibits and Schedules thereto) constitute the entire agreement between the parties with respect to the subject matter hereof and supersede all prior agreements, understandings and negotiations, both written and oral, between the parties with respect to the subject matter of this Agreement.

8. No Third Party Beneficiaries. Nothing expressed or implied in this Agreement is intended or shall be construed to confer upon or give any Person, other than the parties hereto, any rights or remedies under or by reason of this Agreement.

9. Notices. All notices, requests, consents and other communications required or permitted hereunder shall be in writing and shall be deemed properly delivered, given and received when delivered (by hand, by registered mail, by courier or express delivery service or by electronic mail), in each case, in accordance with Section 7.3 (Notices) of the Purchase Agreement.

10. Severability. Any term or provision of this Agreement that is invalid or unenforceable in any situation in any jurisdiction shall not affect the validity or enforceability of the remaining terms and provisions hereof or the validity or enforceability of the offending term or provision in any other situation or in any other jurisdiction. If the final judgment of a court of competent jurisdiction declares that any term or provision hereof is invalid or unenforceable, the parties hereto agree that the court making such determination shall have the power to limit the term or provision, to delete specific words or phrases, or to replace any invalid or unenforceable term or provision with a term or provision that is valid and enforceable and that comes closest to expressing the intention of the invalid or unenforceable term or provision, and this Agreement shall be enforceable as so modified. In the event such court does not exercise the power granted to it in the prior sentence, the parties hereto agree to replace such invalid or unenforceable term or provision with a valid and enforceable term or provision that will achieve, to the extent possible, the economic, business and other purposes of such invalid or unenforceable term.

11. Waiver. No failure on the part of any Person to exercise any power, right, privilege or remedy under this Agreement, and no delay on the part of any Person in exercising any power, right, privilege or remedy under this Agreement, shall operate as a waiver of such power, right, privilege or remedy; and no single or partial exercise of any such power, right, privilege or remedy shall preclude any other or further exercise thereof or of any other power, right, privilege or remedy. No Person shall be deemed to have waived any claim arising out of this Agreement, or any power, right, privilege or remedy under this Agreement, unless the waiver of such claim, power, right, privilege or remedy is expressly set forth in a written instrument duly executed and delivered on behalf of such Person; and any such waiver shall not be applicable or have any effect except in the specific instance in which it is given.

12. Amendments. This Agreement may not be amended, modified, altered or supplemented other than by means of a written instrument duly executed and delivered on behalf of all of the parties hereto.

13. Successors and Assigns. This Agreement shall be binding upon, inure to the benefit of and be enforceable by the parties to this Agreement and their respective successors and assigns. Assignee may freely assign any or all of its rights and obligations under this Agreement, in whole or in part, to any other Person without obtaining the consent or approval of any other party hereto; *provided, that,* such Person agrees in writing to be bound by the provisions of this Agreement. Assignor may not assign their rights and obligations under this Agreement without obtaining the written consent of Assignee. Notwithstanding the foregoing, no assignment shall relieve the assigning party of any of its obligations hereunder.

14. Counterparts; Exchanges by Electronic Transmission. This Agreement may be signed in any number of counterparts, each of which shall be an original, with the same effect as if the signatures thereto and hereto were upon the same instrument. The exchange of a fully executed Agreement (in counterparts or otherwise) delivered electronically (including without limitation transmission by .pdf or other fixed image form) shall be sufficient to bind the parties to the terms and conditions of this Agreement.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.]

IN WITNESS WHEREOF, the parties hereto have caused this Assignment to be duly executed and delivered as of the date first written above.

ASSIGNEE:

POCKET OUTDOOR MEDIA, INC.

By: Robin Thurston
Name: Robin Thurston
Title: CEO

ASSIGNOR:

PALEO MEDIA, LLC

By: _____
Name: Bryan Azur
Title: Publisher and Authorized Representative

IN WITNESS WHEREOF, the parties hereto have caused this Assignment to be duly executed and delivered as of the date first written above.

ASSIGNEE:

POCKET OUTDOOR MEDIA, INC.

By: _____

Name:

Title:

ASSIGNOR:

PALEO MEDIA, LLC

By: *Bryan Azur* _____

Name: Bryan Azur

Title: Publisher and Authorized Representative

EXHIBIT A

All Intellectual Property and Intellectual Property Rights related to Paleo Magazine and used in connection with the Transferred Assets set forth on Schedule 1.1 of the Purchase Agreement, including but not limited to the following:

Trade Names

Paleo Magazine

Registered Trademarks

Serial Number	App. No.	Reg. No.	Check Status	Next Renewal Deadline
1	<u>86166440</u>	<u>4545524</u>	<u>PALEO MEDIA GROUP</u>	June 3, 2024
2	<u>86149540</u>	<u>4527328</u>	<u>PALEO MAGAZINE</u>	May 6, 2024
3	<u>86166482</u>	<u>4588390</u>	<u>PMG PALEO MEDIA GROUP</u>	February 19, 2021
4	<u>86151350</u>	<u>4686976</u>	<u>P</u>	February 17, 2021
5	<u>86149569</u>	<u>4583894</u>	<u>PALEO MAGAZINE MODERN DAY</u> <u>PRIMAL LIVING</u>	February 12, 2021

Domain Names

Active URLs:

<https://paleomagazine.com/>

Inactive URLs – Netfirms:

GoPaleo.com

Paleo-Affiliates.com

PaleoAssociation.com

PaleoAssociation.org

PaleoFitnessMag.com

PaleoFitnessMagazine.com

PaleoMagazine.ca

PaleoMagazine.co.uk

PaleoMagazine.online

PaleoMagazine.tv

PaleoMagazine.us

PaleoMagazineExpo.com

PaleoMagazineRadio.com

PaleoMagazineRetreats.com

PaleoMagExpo.com

PaleoMagOnline.ca

PaleoMagOnline.co.uk

PaleoMagOnline.com
PaleoMagOnline.com.au
ThePaleoAssociation.com
ThePaleoAssociation.org
ThePaleoExpo.com
ThePaleoMagazineExpo.com
ThePaleoMagExpo.com
ThePaleoProject.org

Inactive URLs – GoDaddy:

PaleoGifts.com
ThePaleoBlog.com
PaleoDinners.com
RealPaleoDiet.com
PaleoFamilyRecipes.com
PaleoProfessional.com
LiveEatPaleo.com
PaleoHelper.com
PaleoFreezerMeals.com

Other

1. Ownership and administration rights of Seller’s account with Mailchimp, containing email lists, as follows:
 - (a) ~63,282 (as of October 27, 2020) active, “opt in” subscribers (segmented into multiple lists, which may contain duplicates)
 - (b) ~45,250 (as of October 27, 2020) additional email addresses of past email subscribers (segmented into multiple lists, which may contain duplicates)
2. The following recipes and articles, which shall be transferred via Seller granting Buyer access/download rights to the applicable subfolders in Seller’s Google Drive and Dropbox accounts:
 - (a) All of Seller’s paleo recipes (875+ recipes) with professional photography (gluten/dairy/soy/grain free, etc.)
 - (b) All of Seller’s professionally written and edited paleo articles relating to movement / exercise, lifestyle, diet, etc. (1,500+ articles)
3. The following podcast episodes, videos, ebooks and magazines, which shall be transferred via Seller granting Buyer access/download rights to the applicable subfolders in Seller’s Dropbox account:
 - (a) All of Seller’s 300+ Paleo Magazine Podcast episodes (each averaging ~30-45 minutes in length)
 - (b) All of Seller’s Paleo Magazine videos
 - (c) All of Seller’s Paleo Magazine ebooks (which, for the avoidance of doubt shall not include Digestive Health with REAL Food; Digestive Health with REAL Food: The Cookbook; or The Paleo Dieter’s Missing Link: The Complete Practical Guide to Living the Paleo Diet)
 - (d) All of Seller’s Paleo Magazine print issue digital versions/PDFs
4. Ownership and administration rights of Seller’s account with Subscription DNA, which manages Seller’s premium content subscriptions to paleomagazine.com (~8,404 (as of

October 27, 2020) active, paid subscribers, ~31,196 (as of October 27, 2020) expired paid subscriber contact info)

6. Ownership and administration rights/login credentials (as designated below) for Seller's social media accounts, including but not limited to:
 - (a) Facebook – (<https://www.facebook.com/PaleoMagazine>) (Seller to make Buyer or Buyer designee administrator of page, then assign ownership of page to that Buyer administrator, and remove Seller designees as administrators)
 - (b) Instagram – (<https://www.instagram.com/paleomagazine/?hl=en>) (Seller to provide login credentials)
 - (c) Twitter – (<https://twitter.com/paleomagazine?lang=en>) (Seller to provide login credentials)
 - (d) Pinterest – (<https://www.pinterest.com/paleomagazine/>) (Seller to provide login credentials)