

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM621111

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
iRunFar, LLC		01/15/2021	Limited Liability Company: NEVADA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	LOLA DIGITAL MEDIA LLC		
<b>Street Address:</b>	8605 Santa Monica Blvd		
<b>Internal Address:</b>	PMB 30337		
<b>City:</b>	West Hollywood		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	90069-4109		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 5</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	5529232		
<b>Registration Number:</b>	5544557		
<b>Registration Number:</b>	5544556	I RUN FAR MUD, MOUNTAINS, MILES, AND MOR	
<b>Registration Number:</b>	5544558	IRUNFAR	
<b>Registration Number:</b>	5646543	IRUNFAR	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<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>			
<b>Email:</b>	LEGAL@LOLADIGITALMEDIA.COM		
<b>Correspondent Name:</b>	LOLA DIGITAL MEDIA LLC		
<b>Address Line 1:</b>	8605 SANTA MONICA BLVD		
<b>Address Line 2:</b>	PMB 30337		
<b>Address Line 4:</b>	WEST HOLLYWOOD, CALIFORNIA 90069-4109		
<b>NAME OF SUBMITTER:</b>	Alex Phung		
<b>SIGNATURE:</b>	/AP/		
<b>DATE SIGNED:</b>	01/19/2021		

OP \$140.00 5529232

**Total Attachments: 4**

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**TRADEMARK ASSIGNMENT AGREEMENT**

This Trademark Assignment Agreement (“**Trademark Assignment**”), dated as of January 15, 2021, is made by IRUNFAR, LLC, a Nevada limited liability company (“**Seller**”), in favor of Lola Digital Media LLC, a Delaware limited liability company (“**Buyer**”), the purchaser of certain assets relating to the IRUNFAR business pursuant to that certain Asset Purchase Agreement, dated as of the date hereof, 2021 (the “**Purchase Agreement**”), by and among Buyer, Seller, and Bryon Powell.

**WHEREAS**, under the terms of the Purchase Agreement, Seller 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, 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:

(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 Seller 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. 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 Trademark Assignment upon request by Buyer. Following the date hereof, at the reasonable request of Buyer, Seller 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 Seller and Buyer with respect to the Assigned Trademarks. The representations, warranties, covenants, agreements, and indemnities contained in the Purchase Agreement

**Execution Version**

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, Seller and Buyer have duly executed and delivered this Trademark Assignment as of the date first written above.

**IRUNFAR, LLC**


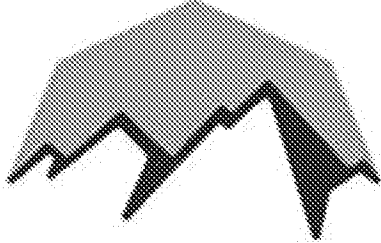
DocuSigned by:  
By: Bryon Powell  
D2B41D8B95CA4FA...  
Name: Bryon Powell  
Title: Managing Member  
Address for Notices:  
375 S. Main St. #141  
Moab, UT 84532

**LOLA DIGITAL MEDIA LLC**

DocuSigned by:  
By: Benjamin R. Carpel  
D2F788320E249C...  
Name: Benjamin R. Carpel  
Title: Chief Executive Officer  
Address for Notices:  
8605 Santa Monica Blvd  
PMB 30337  
West Hollywood, CA 90069-4109

**SCHEDULE 1  
ASSIGNED TRADEMARKS**

Trademark Registrations

<b>Mark</b>	<b>Jurisdiction</b>	<b>Registration Number</b>	<b>Serial Number</b>	<b>Registration Date</b>
	USPTO	5529232	87725790	July 31, 2018
	USPTO	5544557	87725791	August 21, 2018
I RUN FAR MUD, MOUNTAINS, MILES, AND MORE  I•RUN•FAR MUD, MOUNTAINS, MILES, AND MORE	USPTO	5544556	87725785	August 21, 2018
IRUNFAR	USPTO	5544558	87725796	August 21, 2018
IRUNFAR	USPTO	5646543	87725794	January 8, 2019