

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM640935

<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>
Cloud Catalyst Technologies, LLC		05/29/2019	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Outdoors Media Group IP, LLC		
<b>Street Address:</b>	19825 North Cove Road, Suite B - PMB 215		
<b>City:</b>	Cornelius		
<b>State/Country:</b>	NORTH CAROLINA		
<b>Postal Code:</b>	28031		
<b>Entity Type:</b>	Limited Liability Company: WYOMING		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	5012076	MEDIA LODGE	
<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>Phone:</b>	404-873-8624		
<b>Email:</b>	tucker.barr@agg.com		
<b>Correspondent Name:</b>	J. Tucker Barr		
<b>Address Line 1:</b>	171 17th Street NW		
<b>Address Line 2:</b>	Arnall Golden Gregory LLP -- Suite 2100		
<b>Address Line 4:</b>	Atlanta, GEORGIA 30363		
<b>ATTORNEY DOCKET NUMBER:</b>	36230.5		
<b>NAME OF SUBMITTER:</b>	Barr, J. Tucker		
<b>SIGNATURE:</b>	/J. Tucker Barr/		
<b>DATE SIGNED:</b>	04/21/2021		
<b>Total Attachments: 12</b>			
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## ASSIGNMENT AND ASSUMPTION AGREEMENT

**THIS ASSIGNMENT AND ASSUMPTION AGREEMENT** (this "*Agreement*") is entered into as of May 23, 2019, by and between Cloud Catalyst Technologies, LLC, a Delaware limited liability company ("*CCT*") and Outdoors Media Group IP, LLC, a Wyoming limited liability company ("*OMG IP*").

### RECITALS

**A.** Pursuant to a corporate reorganization, CCT wishes to transfer, assign and deliver to OMG IP (i) certain of CCT's assets (as defined in detail in Section 1 below, the "*Transferred Assets*"), and (ii) all of CCT's liabilities associated with the Transferred Assets (other than certain excluded liabilities)(as defined in detail in Section 4 below, the "*Assumed Liabilities*"). The Transferred Assets and Assumed Liabilities include certain assets and liabilities as are used in or pertain to the business of the companies and websites listed on Schedule A hereto (the "*Businesses*").

**B.** OMG IP wishes to acquire and accept from CCT all of CCT's right, title and interest in, to and under all of the Transferred Assets, and to assume and accept all of CCT's obligations under the Assumed Liabilities on the terms and conditions set forth herein.

**NOW, THEREFORE**, pursuant to this Agreement and in consideration of the premises and the mutual covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

**1. Transferred Assets.** For purposes of this Agreement, the term "*Transferred Assets*" means the following business, properties, assets, goodwill and rights of CCT, including without limitation those that are used or held for use in the operation or conduct of the Businesses, other than the Excluded Assets (as defined in Section 2 below):

- a. all trademarks, service marks, designs, trade dress, logos, slogans, trade names, business names, corporate names, domain name registrations, and other designations of origin, together with all translations, adaptations, derivations, and combinations thereof, all applications, registrations, and renewals in connection therewith, and all goodwill associated with any of the foregoing; copyrights (registered or unregistered), works of authorship, and all applications, registrations, and renewals in connection therewith; inventions, patents, patent applications, and patent disclosures, together with all reissues, continuations, continuations-in-part, revisions, divisionals, extensions and reexaminations thereof; trade secrets, know-how, technologies, processes, techniques, methods, formulae, algorithms, and confidential information (including technical data, customer and supplier lists, distribution lists, pricing and cost information, and business and marketing plans and proposals); computer software and databases; all rights to any of the foregoing; and all other proprietary and intellectual property rights, in each case that are used or held for use in the operation or conduct of the Businesses, including without limitation the patents, trademarks, registrations and applications listed below,

**TRADEMARK**

**REEL: 007265 FRAME: 0833**

all rights to sue for infringement, misappropriation or other conflict with any of the foregoing and all rights to collect royalties, products and proceeds in connection with any of the foregoing, including without limitation those listed on Schedule B (any of the foregoing, collectively, "*Assets*");

- b. the contracts and licenses listed in Schedule C, but only to the extent they may be assigned in part as pertains to the Businesses and not the Excluded Assets, the "*Transferred Contracts*");
- c. all claims, demands, actions, suits and causes of action, whether class, individual or otherwise in nature, in law or in equity (collectively, "*Claims*") of CCT (as assignee or otherwise) to the extent relating to any Transferred Asset or any Assumed Liability, including (A) any such items arising under insurance policies and (B) all rights to assert Claims that CCT or its successors or assignors, in any capacity, ever had, now has or may or shall have in the future, whether known or unknown, relating in any way to the purchase or procurement of any good, service or product for, or on behalf of, the Businesses at any time up until the Effective Date, along with any and all recoveries by settlement, judgment or otherwise in connection with any such Claims;
- d. all rights to insurance and condemnation proceeds relating to the damage, destruction or impairment of assets, properties or other rights described in this Section 1, which damage, destruction or impairment occurs on or prior to the Effective Date;
- e. all deposits, advance payments, prepaid items and expenses, deferred charges, rights of offset and credits and claims for refund that arise out of the operation or conduct of the Businesses and the Transferred Contracts; and
- f. all books of account, general, financial, accounting and personnel records, files, invoices, billing records, sales and promotional materials, photography, lay-outs, cut-outs, renderings, sketches, manuals and customer and supplier correspondence owned by CCT that are used or held for use in, or that arise out of, the operation or conduct of the Businesses, in each case except to the extent primarily relating to the Excluded Assets.

**2. Excluded Assets.** Other than Transferred Contracts being transferred in part, the Transferred Assets shall not include any Assets used in the following websites or businesses: [www.gunbroker.com](http://www.gunbroker.com), GunBroker.com, LLC, [www.rightfitgear.com](http://www.rightfitgear.com), RightFit Direct, LLC, Outdoor Liquidators, LLC, Enthusiast Commerce, LLC, Outsource Commerce.com, LLC or Cloud Catalyst Technologies, LLC, nor any refunds, claims for refunds or rights to receive refunds from any taxing authority with respect to taxes paid or to be paid by CCT or its parent companies with respect to Transferred Assets ("*Excluded Assets*").

3. **Timing and Closing Obligations.** Effective as of 10:00 a.m. May 20, 2019 (the "*Effective Date*");

- a. CCT hereby transfers, assigns and delivers to OMG IP all of its right, title and interest in, to and under all of the Transferred Assets;
- b. the parties shall execute and deliver the Domain Name Transfer Agreement substantially in the form attached hereto as Schedule D, and the Assignment and Assumption of Service Marks (to be filed with the Patent & Trademark Office) substantially in the form attached hereto as Schedule E;
- c. in consideration for the purchase of the Transferred Assets, OMG IP shall pay CCT \$265,000.00 in immediately available funds, in such manner as CCT shall reasonably direct; and
- d. OMG IP hereby unconditionally and expressly agrees, effective as of the Effective Date, to assume, pay, perform, satisfy and discharge when due all obligations and liabilities of CCT relating to the Transferred Assets (collectively, the "*Assumed Liabilities*").

4. **Representations and Warranties of CCT.** As of the Effective Date, CCT hereby represents and warrants to OMG IP as follows:

- a. **No Conflicts.** The execution and delivery of this Agreement by CCT does not, and the performance of this Agreement by CCT shall not, (i) conflict with or violate CCT's certificate of formation or operating agreement, (ii) conflict with or violate any law, rule, regulation, order, judgment or decree applicable to CCT ("*Applicable Law*") or by which the Transferred Assets are bound or affected, or (iii) other than third party consents already obtained by CCT, result in any breach of or constitute a default (or an event that with notice or lapse of time or both would become a default) under, or impair CCT's rights or alter the rights or obligations of any third party under, or give to others any rights of termination, amendment, acceleration or cancellation of any agreement, or result in the creation of a lien or encumbrance on any of the Transferred Assets;
- b. **Consents and Permits.** The execution and delivery of this Agreement by CCT does not, and the performance of this Agreement by CCT shall not, require any consent, or permit of, or filing with or notification to, any court, administrative agency, commission, governmental or regulatory authority, domestic or foreign (a "*Governmental Entity*"), except where the failure to obtain such consents or permits, or to make such filings or notifications, would not have a material adverse effect on the parties hereto, prevent consummation of the transactions described herein or otherwise prevent the parties hereto from performing their obligations under this Agreement;

- c. No Litigation. There are no third party claims, actions, suits or proceedings pending or, to the knowledge of CCT, threatened (or, to the knowledge of CCT, any regulatory investigation pending or threatened by a Governmental Agency) against CCT relating to the Transferred Assets;
- d. Due Authorization. CCT is in good standing in its jurisdiction of formation, and has the corporate power to own all its assets, including the Transferred Assets, and conduct its business as operated. CCT has the right, power and authority to enter into this Agreement, and the execution, delivery, and performance of this Agreement by CCT has been duly authorized by all necessary corporate or other action required by CCT.
- e. No Material Omission. Neither any of the representations or warranties made by CCT in this Agreement, nor any statements made in any exhibit, schedule or certificate furnished by CCT pursuant to this Agreement contains or will contain any untrue statement of a material fact, or omits or will omit to state any material fact necessary in order to make the statements contained herein or therein, in the light of the circumstances under which made, not misleading.

**5. Representations and Warranties of OMG IP.** As of the Effective Date, OMG IP hereby represents and warrants to CCT as follows:

- a. No Conflicts. The execution and delivery of this Agreement by OMG IP does not, and the performance of this Agreement by OMG IP shall not, (i) conflict with or violate OMG IP's certificate of formation or operating agreement, (ii) conflict with or violate any Applicable Law, or (iii) result in any breach of or constitute a default (or an event that with notice or lapse of time or both would become a default) under, or impair OMG IP's rights or alter the rights or obligations of any third party under, or give to others any rights of termination, amendment, acceleration or cancellation of any agreement; and
- b. Due Authorization. OMG IP is in good standing in its jurisdiction of formation, and has the corporate power to own all its assets and conduct its business as operated. OMG IP has the right, power and authority to enter into this Agreement, and the execution, delivery, and performance of this Agreement by OMG IP has been duly authorized by all necessary corporate or other action required by OMG IP.

**6. Indemnification.**

- a. OMG IP hereby unconditionally and expressly agrees, effective as of the Effective Date, to defend, indemnify and hold CCT and its shareholder entities, and their respective officers, directors, employees and agents (collectively, the "Indemnitees") harmless, against all litigation, claims, costs and expenses (including without limitation, reasonable attorneys' and other professional fees) related to or arising out of the Transferred Assets and/or the Assumed Liabilities.

- b. If an Indemnitee receives written notice of the assertion of any claim by a third party (an "Indemnity Claim"), the Indemnitee shall promptly provide OMG IP with written notice of such Indemnity Claim, along with copies of the relevant documents evidencing such Indemnity Claim. Failure of the Indemnitee to give such notice will not relieve OMG IP from its indemnification obligations hereunder, except to the extent that OMG IP is actually prejudiced thereby. OMG IP will have fifteen (15) days from receipt of any such notice of an Indemnity Claim to give notice to assume that OMG IP. OMG IP will have the right to assume the defense or settlement proceedings of the Indemnitee against the Indemnity Claim with counsel of its choice (and reasonably acceptable to the Indemnitee); provided, that notwithstanding anything set forth in this Agreement to the contrary, OMG IP may not elect to undertake (or continue to undertake) the defense of any Indemnity Claim if (i) such Indemnity Claim seeks any remedy other than the payment of money damages or (ii) OMG IP and the Indemnitee are both named parties to the applicable proceedings and either party shall have reasonably concluded that representation of both parties by the same counsel, or the conduct of such defense by OMG IP, would be inappropriate due to actual or potential differing interests between them.
- c. If OMG IP (i) is not entitled to defend an Indemnity Claim, (ii) does not elect to defend against an Indemnity Claim by not giving the Indemnitee timely notice of its desire to so defend, or (iii) after assuming the defense of an Indemnity Claim, fails to take reasonable steps necessary to defend diligently such Indemnity Claim within ten (10) days after receiving written notice from the Indemnitee to the effect that OMG IP has so failed, then the Indemnitee shall have the right but not the obligation to assume its own defense, and any such assumption shall not adversely affect the Indemnitee's right to indemnification hereunder.
- d. Notwithstanding anything in this Agreement to the contrary, OMG IP shall not, without the written consent of the Indemnitee, permit a default or consent to entry of any judgment or settle or compromise any Indemnity Claim unless such settlement or compromise would not result in: the imposition of any restriction on any future activity of the Indemnitee, an admission of a violation of law by the Indemnitee, or any monetary liability of the Indemnitee that shall not be promptly paid or reimbursed by OMG IP.

## 7. Covenants.

a. CCT hereby covenants and agrees to execute and deliver to OMG IP, its successors and assigns, all such further and separate assignments, agreements, deeds, title documents, conveyances, transfers and other instruments as OMG IP or its successors or assigns may at any time reasonably request for further assurance to it or them of the title to the Transferred Assets and the right, title and interest of CCT to the Transferred Assets.

b. OMG IP hereby covenants and agrees to execute and deliver to CCT, its successors and assigns, all such further and separate assumptions, agreements, transfers and other instruments as CCT or its successors or assigns may at any time reasonably request for further assurance to it or

them of the assumption of the obligations and liabilities related to or arising out of the Assumed Liabilities.

c. Each party hereby covenants and agrees that the other will have (and may grant third parties) access to and over the properties of the other party as reasonably necessary to conduct their respective businesses.

**8. Third Party Consents.** CCT, for itself and its successors and assigns, covenants and agrees that in the event there are any Transferred Assets otherwise covered hereby which cannot be transferred or assigned by it without the consent of or notice to a third party and with respect to which any necessary consent or notice has not at the date of delivery hereof been given or obtained, the beneficial interest in and to, and the obligations and liabilities under, the same shall in any event pass hereby, as of the Effective Date, to OMG IP, who shall perform all such obligations and assume all such liabilities; and CCT, for itself and its successors and assigns, covenants and agrees (i) to hold, and hereby declares that it holds, such Transferred Assets in trust for and for the benefit of OMG IP, its successors and assigns, (ii) to use all reasonable efforts to obtain and secure a valid transfer or transfers of such Transferred Assets, and (iii) to use all reasonable efforts to make or complete such transfers as soon as reasonably possible.

**9. Survival; Binding Effect; Assignment.** The representations and warranties of each party made in this Agreement shall survive until the expiration of the statute of limitations applicable thereto. This Agreement shall be binding upon CCT and OMG IP and each of their respective successors and assigns; provided, however, that neither this Agreement nor any of the rights, interests or obligations under this Agreement may be assigned, in whole or in part, by operation of law or otherwise, by any of the parties hereto without the prior written consent of the other party. Any attempted assignment in violation of this provision shall be void.

**10. Amendments.** This Agreement may not be amended, supplemented, modified or otherwise terminated without the prior written consent of CCT and OMG IP.

**11. Governing Law.** This Agreement shall be governed by, and construed in accordance with, the laws of the State of Georgia applicable to agreements made and to be performed entirely within such state, without regard to the conflicts of law principles of such state.

**12. Disputes.** Any dispute arising out of or related to this Agreement shall be exclusively heard in the courts sitting in Atlanta, Georgia. OMG IP hereby waives any objection it may have to the laying of venue in such courts.

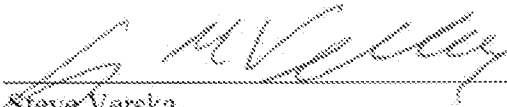
**13. Counterparts; Facsimile.** This Agreement may be executed by .pdf or facsimile, and in one or more counterparts, each of which shall be deemed an original and all of which shall be considered one and the same agreement and shall become effective when one or more counterparts have been signed by each of the parties and delivered to the other party.




[Signature page to the CCT/OMG IP Assignment Agreement]

IN WITNESS WHEREOF, the parties have executed this Assignment and Assumption Agreement as of the date first above written.

**Cloud Catalyst Technologies, LLC**

By:   
Name: Steve Verska  
Title: CEO

**Outdoors Media Group IP, LLC**

By:   
Name: Steve F. Urvan  
Title: Manager

Schedule A  
Companies and Websites Comprising the Businesses

50campfires.com  
airgungenius.com  
avidoutdoorsman.com  
fflunleashed.com  
getzone.com  
gungenius.com  
gunup.com  
gunup.net  
gunupmag.com  
gunupmagazine.com  
gunupthemagazine.com  
medialodge.com  
outdoors.com  
outdoorexpo.com  
outdoorexpos.com  
outdoorsexpo.com

**Schedule B**  
**Trademarks and Service Marks**

	Serial Number	Reg. Number	Registered Word Marks	Live/Dead	Owner
10	86834536	5012076	MEDIA LODGE	LIVE	OMG
8	86834566	5103251	FFL UNLEASHED	LIVE	OMG
9	86834606	5065810	GUN GENIUS	LIVE	OMG
3	87470751	5511097	GUNGENIUS POWERED BY GUNBROKER.COM	LIVE	OMG
	86411788	4975936	50 CAMPFIRES	LIVE	OMG
	85032366	.	GUNUP.COM	DEAD	OMG

			Unregistered Word Marks		Owner
	.	None	GET ZONE; GETZONE.COM	.	OMG
	.	None	OUTDOORS.COM	.	OMG
	.	None	AVID OUTDOORSMAN; AVIDOUTDOORSMAN.COM	.	OMG
	.	None	AIRGUNGENIUS; AIRGUNGENIUS.COM	.	OMG
	.	None	MEDIA LODGE.COM	.	OMG
	.	None	GUNUPMAG.COM; GUNUPMAGAZINE.COM; GUNUPTHEMAGAZINE.COM; GUNUP.NET	.	OMG
	.	None	OUTDOOREXPO; OUTDOOREXPO.COM	.	OMG
	.	None	OUTDOORSEXPO; OUTDOORSEXPO.COM	.	OMG
	.	None	OUTDOOREXPOS; OUTDOOREXPOS.COM	.	OMG

Schedule C  
Contracts

1. The following contracts:

- WordPress license for the development of the websites in the Businesses
- Listrak agreement for email communications with users

Schedule D  
Domain Name Transfer Agreement

[Attached]

Schedule E  
Assignment and Assumption of Service Marks

[Attached]