

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM643538

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Outdoor Media Group IP, LLC		04/29/2021	Limited Liability Company: WYOMING
RECEIVING PARTY DATA			
Name:	Cloud Catalyst Technologies, LLC		
Street Address:	PO Box 2511		
City:	Kennesaw		
State/Country:	GEORGIA		
Postal Code:	30156		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	5511097	GUNGENIUS POWERED BY GUNBROKER.COM	
Registration Number:	5065810	GUN GENIUS	
CORRESPONDENCE DATA			
Fax Number:	4048738501		
<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:	4048738624		
Email:	trademarks@agg.com		
Correspondent Name:	J. Tucker Barr		
Address Line 1:	171 17th St NW		
Address Line 2:	Arnall Golden Gregory LLP -- Suite 2100		
Address Line 4:	Atlanta, GEORGIA 30363		
ATTORNEY DOCKET NUMBER:	36230.5		
NAME OF SUBMITTER:	Barr, J. Tucker		
SIGNATURE:	/J. Tucker Barr/		
DATE SIGNED:	04/30/2021		
Total Attachments: 4			
source=Trademark Assignment Agreement#page1.tif			
source=Trademark Assignment Agreement#page2.tif			

CH \$65.00 5511097

source=Trademark Assignment Agreement#page3.tif

source=Trademark Assignment Agreement#page4.tif

TRADEMARK ASSIGNMENT AGREEMENT

This Trademark Assignment Agreement (“Trademark Assignment”) is made and entered into this 29th day of April 2021 (the “Effective Date”), by and between Outdoors Media Group IP, LLC, a Wyoming limited liability company (“Assignor”), and Cloud Catalyst Technologies, LLC, a Delaware limited liability company (“Assignee”).

WHEREAS, Assignor desires to assign of all of its right, title, and interest that it has or may have in and to certain United States trademarks, as described herein, to Assignee subject to the terms specified herein; and

WHEREAS, Assignee desires to obtain an assignment of all of Assignor’s right, title, and interest in and to such trademarks.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

- 1. Assignment.** Assignor hereby irrevocably conveys, transfers, and assigns to Assignee all right, title, and interest that Assignor has or may have in and to the following:
 - (a) the trademark registrations and trademark applications set forth on Exhibit 1 hereto and all issuances, extensions, and renewals thereof (the “Trademarks”), together with the goodwill of the business connected with the use of, and symbolized by, the Trademarks;
 - (b) all rights of any kind whatsoever of Assignor accruing under any of the foregoing 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 any and all of the foregoing; and
 - (d) any and all claims and causes of action with respect to any of the foregoing, 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.

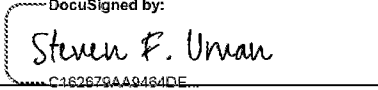
- 2. Recordation and Further Actions.** Assignor hereby authorizes the Commissioner for Trademarks in the United States Patent and Trademark Office and the officials of corresponding entities or agencies in any applicable jurisdictions to record and register this Trademark Assignment upon request by Assignee. Following the date hereof, Assignor shall take such steps and actions, and provide such cooperation and assistance to Assignee 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 Trademarks to Assignee, or any assignee or successor thereto.

3. **Consideration.** In exchange for the assignment provided by Assignor under the terms of this Trademark Assignment, Assignee agrees to pay to Assignor the amount of Ten Dollars (\$10.00). This payment shall be in addition to other consideration provided to Assignor under this Trademark Assignment.
4. **Enforceability and Waiver.** If any clause, sub clause or other provision of this Trademark Assignment is held to be invalid, illegal or otherwise unenforceable, the remaining provisions of this Trademark Assignment will remain in full force. Failure or neglect by a party to enforce at any time, any of the provisions of this Trademark Assignment shall not be construed nor shall be deemed to be a waiver of that party's rights under this Trademark Assignment nor in any way affect the validity of the whole or any part of this Trademark Assignment nor prejudice that party's rights to take subsequent action.
5. **Applicable Law, Jurisdiction, and Venue.** This Trademark Assignment is governed by and shall be interpreted under the laws of the State of Georgia without regard to conflict of law principles. The parties agree that the federal and state courts situated within the State of Georgia shall have exclusive jurisdiction and venue for the resolution of any disputes concerning this Trademark Assignment. The Parties agree and consent to personal jurisdiction and venue in any federal or state court of competent jurisdiction situated within the State of Georgia for purposes of any dispute arising out of this Trademark Assignment, and expressly waive any objection that they might otherwise have to personal jurisdiction or venue in those courts.
6. **Headings.** The headings appearing in this Trademark Assignment have been inserted for identification and reference purposes only and shall not be used in the construction and interpretation of this Trademark Assignment.
7. **Counterparts.** This Trademark Assignment may be executed in counterparts, each of which shall be an original, which together shall constitute one and the same instrument binding on the parties.

[Signatures on following page]

IN WITNESS HEREOF, the parties hereto have affixed their signatures to this Trademark Assignment as of the Effective Date.

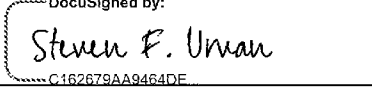
Outdoors Media Group IP, LLC:

Signature: 

Name: Steven F. Urvan

Title: CEO

Cloud Catalyst Technologies, LLC:


Signature: 

Name: Steven F. Urvan

Title: CEO

[Signature page to Trademark Assignment Agreement]

EXHIBIT 1

Trademark	Reg. No.	Reg. Date
	5511097	Jul. 10, 2018
GUN GENIUS	5065810	Oct. 18, 2016