TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM649856

| SUBMISSION TYPE: | NEW ASSIGNMENT |
|-----------------------|--|
| NATURE OF CONVEYANCE: | ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL |

CONVEYING PARTY DATA

| Name | Formerly | Execution Date | Entity Type |
|--------------------|----------|----------------|-------------------------|
| Adventure 16, Inc. | | 09/27/2020 | Corporation: CALIFORNIA |

RECEIVING PARTY DATA

| Name: | Richard Schlesinger |
|-----------------|---------------------------|
| Street Address: | 1885 Eucalyptus Avenue |
| City: | Leucadia |
| State/Country: | CALIFORNIA |
| Postal Code: | 92024 |
| Entity Type: | INDIVIDUAL: UNITED STATES |

PROPERTY NUMBERS Total: 4

| Property Type | Number | Word Mark |
|----------------------|---------|--|
| Registration Number: | 1651145 | A16 |
| Registration Number: | 1648475 | ADVENTURE 16 |
| Registration Number: | 4698122 | ADVENTURE 16 OUTDOOR AND TRAVEL OUTFITTE |
| Registration Number: | 4677372 | A16 OUTFITTERS SINCE 1962 |

CORRESPONDENCE DATA

Fax Number: 6192350398

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: 6195253865

Email: docketing@procopio.com

Correspondent Name: Barry F. Soalt, Procopio Cory et al

Address Line 1: 525 B Street, Suite 2200

Address Line 4: San Diego, CALIFORNIA 92101

| ATTORNEY DOCKET NUMBER: | 111691-0000001 |
|-------------------------|------------------|
| NAME OF SUBMITTER: | Barry F. Soalt |
| SIGNATURE: | /Barry F. Soalt/ |
| DATE SIGNED: | 05/26/2021 |

Total Attachments: 4

source=A16 to Schlesinger Trademark Assignment Exec Sept 27 2020 with Exhibit A#page1.tif

source=A16 to Schlesinger Trademark Assignment Exec Sept 27 2020 with Exhibit A#page2.tif source=A16 to Schlesinger Trademark Assignment Exec Sept 27 2020 with Exhibit A#page3.tif source=A16 to Schlesinger Trademark Assignment Exec Sept 27 2020 with Exhibit A#page4.tif

Sale of Trademark and Assignment Agreement By and Between Adventure 16, Inc. and Richard Schlesinger, an Individual, as his Sole and Separate Property

This Sale of Trademark and Assignment Agreement (this "Assignment") is made as of this 27th day of September, 2020, by and between Adventure 16, Inc., a California corporation in dissolution with principal offices at 4620 Alvarado Canyon Road, San Diego, Ca 92120 ("A16"), and Richard Schlesinger, an individual and married man, as his sole and separate property, residing at 1885 Eucalyptus Avenue, Leucadia, California 92024 ("Schlesinger"), with respect to the trademarks identified on Exhibit A attached hereto and made a part hereof (each a "Mark" and collectively, the "Marks").

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, A16 hereby sells, transfers, assigns, conveys and delivers to Schlesinger, and Schlesinger agrees to purchase and acquire from A16, all right, title and interest of A16 in, to and under the Marks, including (a) all goodwill of the business of A16 associated therewith or symbolized thereby; (b) all rights therein provided by international treaties or conventions; (c) all renewals and extensions of any of the foregoing; (d) the right to all incomes, license fees, royalties, proceeds and other payments that are now or may hereafter become due and payable with respect to the Marks; (e) all other statutory and common law rights in and to the Marks that may exist now or in the future under the laws of the United States (federal or state) and any foreign country; and (f) the right to sue and collect damages for past, present or future infringements, misappropriations or other violations or conflicts with respect to any of the foregoing, free and clear of all liens, all such rights, title and interest to be held and enjoyed by Schlesinger had this sale and assignment not been made.

Each of the parties hereto shall, and shall execute, acknowledge and deliver such assignments, transfers, consents, assumptions and other documents and instruments and take such other commercially reasonable actions as may be requested to carry out the intent of this Assignment.

This Assignment shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns. Nothing expressed or implied herein is intended to confer upon any person or entity, other than Schlesinger, A16 and their respective successors and assigns, any rights, remedies obligations or liabilities under or by reason of this Assignment.

Schlesinger will be entitled to record this Assignment with the United States Patent and Trademark Office and A16 will provide reasonable assistance to Schlesinger in this regard.

This Assignment shall be governed by and construed in accordance with the federal trademark law of the United States and the laws of the State of California (to the extent the latter does not conflict with the federal trademark laws of the United States).

This Assignment may be executed in one or more counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument.

In WITNESS WHEREOF, the parties hereto have executed or caused this Assignment to be executed as of the date first written above.

Seller/Assignor:

Adventure 16, Inc.,

A California Corporation

John D. Mead, President

Buyer/Assignee:

Richard Schlesinger, a married man as his sole and separate property

Richard Schlesinger, Buyer/Assignee

Consent of Spouse of Buyer/Assignee

I, Judy Nakatomi, am the lawful spouse of the Buyer and Assignee, Ricky Schlesinger and have read and understand the terms, conditions and effects of the Assignment. I have been advised to seek the advice of independent legal counsel regarding the Assignment, of my own choosing, and freely and voluntarily agree to waive and forego seeking counsel in this matter. I understand that my husband, Ricky Schlesinger, seeks by this Assignment to purchase and acquire the Marks identified in the Assignment for his own use, as his sole and separate property, and that I freely and voluntarily and without treat of coercion, agree that he shall be entitled to do so. I hereby waive any and all community property rights that I may have in the Marks or to any rights I may have otherwise had under the terms of this Assignment, and agree that my husband may freely sell, assign and dispose of any and all rights that he may have in the Marks without my knowledge and without my further or future consent being first required, had or received.

Dated: September 2/ 2020

July Nakatomi, Spouse of Buyer/Assignee

ADVENTURE 16, INCORPORATED ENHIBIT A

APRIL 27, 2021

| Ref. No. | Country | Mark | Serial No. Reg. No. | | Goods/Services | Status |
|----------|---------|--------------|-----------------------|-----------|--|-------------------------------|
| | | | and Filing and Date | and Date | | |
| | | | Date | - | | |
| 116911 | U.S. | A16 | 74/093,616 | 1,651,145 | 74/093.616 1,651,145 42 - retail store and | 3rd 10 |
| 02US05 | | | 9/04/90 | 7/16/91 | catalog sales services in the field of clothing and | year Renew |
| | | | | | backpacking and camping | as Duc |
| | | | | | | 2 |
| | | | | | | 7/16/20 |
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| 111691- | U.S. | ADVENTURE 16 | 74/093,615 | 1,648,475 | 74/093,615 1.648,475 42 - retail store and | 3rd 16 voar |
| 04US02 | | 4 | 9/04/90 | 16/81/9 | catalog sales services in the field of clothing and | Renewal due |
| | | | | | backpacking and camping | 6/18/20 and 6/18/21 |
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| | | | - | | | website; client authorized 6- |
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111691 000001/454060.

| Name Piling and Date Date | | | | 2 | | | | |
|--|----------|----------|------|--|---------------------------------------|----------------------|----------------|--|
| U.S. 86/101.036 4.698,122 35 -Retail store services, mail order catalog services and wholesale distributorship services all in the field of clothing, backpacking, hiking, climbing and outfitting services, online retail store services and wholesale distributorship services all in the field of clothing, backpacking, hiking, climbing and equipment and outfitting services, online retail store services, online retail store services, online retail store services, mail order catalog services and wholesale distributorship services all in the field of clothing, backpacking, hiking, climbing and equipment and wilderness travel gear and outfitting | | | | ************************************** | | Reg. No. | Goods/Services | Status |
| U.S. 86/101,036 4,698,122 35Retail store services, mail order catalog services and wholesale distributorship services all in the field of clothing, backpacking, hiking, climbing and equipment and vilderness travel gear and outfitting backpacking, backpacking, hiking, climbing and equipment in the field of clothing, backpacking, hiking, climbing and equipment distributorship services, online retail store services, online retail store services, online retail store services and wholesale distributorship services all in the field of clothing, backpacking, hiking, climbing and equipment and wilderness travel gear and outfitting | | | | | | and Date | | · · · |
| U.S. 86/101,036 4,698,122 35 - Retail store services, mail order catalog services, online retail store services and wholesale distributorship services all in the field of clothing, climbing and equipment and wilderness travel gear and outfitting services. Online retail store services and wilderness travel gear and outfitting services and wholesale distributorship services, online retail store services and wholesale distributorship services and wholesale distributorship services all in the field of clothing, backpacking, hiking, climbing and equipment and wilderness travel gear and outfitting | | | | | Date | | | |
| U.S. Services and wholesale distributorship services all in the field of clothing, backpacking, hiking, climbing and equipment and wilderness travel gear and outfitting 86/101,093 4677372 35— Retail store services, mail order catalog services and wholesale distributorship services all in the field of clothing, backpacking, hiking, climbing and equipment and wilderness travel gear and outfitting | <u>۾</u> | 10501 | | On the second se | 86/101,036 10/24/13 | 4,698,122 3/10/15 | | Section 8&15 due between |
| U.S. 86/101,093 4677372 35— Retail store services, mail order catalog services, online retail store services and wholesale distributorship services all in the field of clothing, backpacking, hiking, climbing and equipment and wilderness travel gear and outfitting | | | | | | | ent ent | 3/10/21; Renewal due between 3/10/24 and 3/10/25 |
| 10/24/13 1/27/15 mail order catalog services, online retail store services and wholesale distributorship services all in the field of clothing, backpacking, hiking, climbing and equipment and wilderness travel gear and outfitting | 8 = | <u>'</u> | U.S. | | 86/101,093 | | | Section 8&15 |
| distributorship services all in the field of clothing, backpacking, hiking, climbing and equipment and wilderness travel gear and outfitting | | | | 4 | | | r) | due between 1/27/20 and |
| in the field of clothing, backpacking, hiking, climbing and equipment and wilderness travel gear and outfitting | | • | | The state of the s | | ·· • | | 1/27/21; |
| hiking, equipment s travel gear | | · · · · | | 1 | · · · · · · · · · · · · · · · · · · · | | 24 K | Kenewal due between |
| equipment s travel gear | | | | | | | | 1/27/24 and |
| and outfitting | _ | | | | | • | | 1/27/25 |
| | | | | | - | | and outfitting | |

TRADEMARK REEL: 007307 FRAME: 0652

RECORDED: 05/26/2021