

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM663886

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Pamela McColloch		07/27/2021	INDIVIDUAL:
RECEIVING PARTY DATA			
Name:	San Mar Corporation		
Street Address:	22833 SE Black Nugget Road, Suite 130		
City:	Issaquah		
State/Country:	WASHINGTON		
Postal Code:	98029		
Entity Type:	Corporation: WASHINGTON		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	5872700	CFREE	
CORRESPONDENCE DATA			
Fax Number:			
<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:	15038022170		
Email:	trademark@tonkon.com		
Correspondent Name:	Parna A. Mehrbani		
Address Line 1:	888 SW Fifth Ave., Suite 1600		
Address Line 4:	Portland, OREGON 97204		
ATTORNEY DOCKET NUMBER:	40209-9009		
NAME OF SUBMITTER:	Parna A. Mehrbani		
SIGNATURE:	/Parna A. Mehrbani/		
DATE SIGNED:	07/30/2021		
Total Attachments: 2			
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OP \$40.00 5872700

INTELLECTUAL PROPERTY ASSIGNMENT

THIS INTELLECTUAL PROPERTY ASSIGNMENT (this “**Assignment**”), is entered into July 27, 2021 (“**Effective Date**”), by and between Pamela McColloch, an individual residing in Florida (“**Assignor**”) and San Mar Corporation, a Washington corporation (“**Assignee**”). Capitalized terms used but not defined in this Assignment have the same meanings given such terms in that certain Intellectual Property Purchase Agreement, dated July 27, 2021, by and among Assignee and Assignor (“**IPPA**”).

WHEREAS, this Assignment is entered into pursuant to the terms of the IPPA, pursuant to which Assignor has agreed to assign, convey, transfer and deliver to Assignee all of Assignor’s right, title and interest in and to certain Purchased Assets, and the goodwill associated therewith.

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

1. Intellectual Property Assignment. In accordance with and subject to all of the terms and conditions of the IPPA, effective as of the date hereof, Assignor hereby transfers and assigns to Assignee, any and all right, title, and interest that Assignor has in and to (A) all of common law, applied for, or registered rights in and to the following mark:

Mark	U.S. Reg. No.	Reg. Date	Class/Goods
CFREE	5872700	October 1, 2019	Hats; Shirts

and (B) all Purchased Assets, including, but not limited to:

- a. all of common law, applied for, or registered trademarks, service marks, tag-lines, logos, other source identifiers, brand identity, and the goodwill and business associated therewith;
- b. all registered and unregistered copyrights, including labels, trade dress, and those copyrights used in connection with the Purchased Assets;
- c. all documentation, source materials, and works of authorship relating to the Purchased Assets, including marketing collateral and the like;
- d. and other Intellectual Property used in connection with the Intellectual Property Assets, including all Intellectual Property rights, goodwill, and brand identity associated with the foregoing.

2. Recordal. Assignor hereby acknowledges that Assignee may submit this Assignment to the appropriate governmental agencies as evidence of the assignment of the rights identified herein, and those governmental agencies will update their records accordingly to identify Assignee as the owner of record.

3. Further Assurances. Assignor shall execute and deliver, or cause to be executed and delivered, all such documents and instruments and take such further action as may be reasonably determined by Assignee to consummate the transactions contemplated by this Assignment.

4. Miscellaneous. This Assignment shall be binding upon and shall inure to the benefit of the parties and their respective successors, heirs, and assigns. This Assignment and the IPPA contain the entire agreement and understanding of the parties with respect to the subject matter contained herein and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, regarding such subject matter. This Assignment will be governed by and construed in accordance with the laws of the State of Washington, without regard to any choice or conflict of laws provisions thereof. This Assignment may be executed in counterparts, each of which is deemed an original, but all of which together are deemed to be one and the same agreement. A signed copy of this Assignment delivered by facsimile, email, or other means of electronic transmission is deemed to have the same legal effect as delivery of an original signed copy of this Assignment. Each party agrees that the electronic signatures of the parties included in this Agreement are intended to authenticate this writing and to have the same force and effect as manual signatures.

IN WITNESS WHEREOF, the Parties have caused this Assignment to be executed as of the Effective Date.

SAN MAR CORPORATION

PAMELA MCCOLLOCH

By *Matt Waterman*
Matt Waterman (Jul 28, 2021 11:51 PDT)

By *Pamela McCulloch*
Pamela McCulloch (Jul 28, 2021 14:17 EDT)

Name: Matt Waterman
Title: Associate General Counsel

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