

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM668483

SUBMISSION TYPE:	RESUBMISSION		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
RESUBMIT DOCUMENT ID:	900618180		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
ZUMIEZ SERVICES INC.,		04/13/2021	Corporation: WASHINGTON
RECEIVING PARTY DATA			
Name:	Moonridge Ventures LLC		
Doing Business As:	DBA WAYWARD		
Street Address:	10532 1st Ave NW		
City:	SEATTLE		
State/Country:	WASHINGTON		
Postal Code:	98177		
Entity Type:	Limited Liability Company: WASHINGTON		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	5822204	WAYWARD	
Registration Number:	6169617	WAYWARD COLLECTIVE	
Registration Number:	5126798	WAYWARD STOCK	
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:	5304165618		
Email:	kswinkel@gmail.com		
Correspondent Name:	KEVIN WINKEL		
Address Line 1:	10532 1st Ave NW		
Address Line 4:	SEATTLE, WASHINGTON 98177		
NAME OF SUBMITTER:	Kevin S. Winkel		
SIGNATURE:	/Kevin S Winkel/		
DATE SIGNED:	08/18/2021		
Total Attachments: 2			
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INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This assignment of trademark rights agreement (“**Agreement**”) is made and entered into as of April 13, 2021 (“**Effective Date**”) by and between Zumiez Services Inc., a Washington corporation (“**Assignor**”), and Moonridge Ventures LLC, a Washington limited liability company (“**Assignee**”) (each a “**Party**” and collectively, the “**Parties**”).

WHEREAS, Assignor is the owner of the trademark WAYWARD and the following related US trademark registrations (“**Trademarks**”):

WAYWARD, US Reg. No. 5822204 as registered on 30 Jul 2019, claiming "Bags, namely, tote bags, school bags, sport bags, duffel bags, tote bags, travel bags, toiletry bags sold empty, drawstring bags, reusable shopping bags, carry-all bags; purses; wallets; umbrellas," "Clothing, namely, tops, bottoms; outerwear, namely, jackets, coats, pullovers, vests; rainwear; swimwear; footwear; hosiery; hats; belts for clothing; boots," and "On-line retail store services featuring clothing, outdoor gear, and accessories; retail store services featuring clothing, outdoor gear, and accessories" in Classes 18, 25, and 35.

WAYWARD COLLECTIVE, US Reg. No. 6169617 as registered on 6 Oct 2020, claiming "On-line retail store services featuring clothing, outdoor gear, and accessories; retail store services featuring clothing, outdoor gear, and accessories" in Class 35.

WAYWARD STOCK, US Reg. No. 5126798 as registered on 24 Jan 2017, claiming "Retail store services featuring outdoor adventure travel accessories and clothing" in Class 25.

WHEREAS, in connection with the Asset Acquisition Agreement dated April 5, 2021 between the Parties, Assignee desires to acquire all right, title, and interest in and to the Trademarks, and Assignor desires to assign the same to Assignee;

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

1. Assignor hereby assigns to Assignee, its successors, and assigns, all its full right to and title in the Trademarks, including the goodwill and common law rights appurtenant thereto, and including all rights to sue for and to receive and recover all profits and damages accruing from an infringement or misappropriation thereof.
2. Assignor warrants and represents that (a) Assignor is authorized to grant this Agreement, (b) Assignor has unencumbered rights in the Trademarks and (c) the Trademarks are properly registered before the United States Patent and Trademark Office under Reg. Nos. 5822204, 6169617, and 5126798.
3. Assignor agrees to execute all instruments and documents and do such additional acts as Assignee may deem necessary or desirable to effect, evidence, record, and perfect the assignment and recordation of the rights being assigned hereunder.
4. The Parties may execute this Agreement in counterparts, each of which together shall be deemed the complete and fully executed agreement.
5. This Agreement shall inure to the benefit of and be binding upon Assignee and Assignors and their respective heirs, successors, and assigns.

6. This Agreement will be governed by, and construed in accordance with, the laws of the State of Washington without reference to its conflicts of law provisions.

7. This Agreement may not be amended or modified unless mutually agreed upon in writing by the parties and no waiver will be effective unless signed by the party from whom such waiver is sought. The waiver by any party of a breach of any provision of this Agreement will not operate or be construed as a waiver of any subsequent breach.

8. If any provision of this Agreement is held invalid by any court of competent jurisdiction, such invalidity will not affect the validity or operation of any other provision, and the invalid provision will be deemed severed from this Agreement.

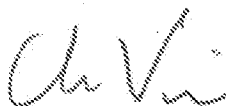
9. This Agreement, the Asset Acquisition Agreement referenced above, and all other agreements contemplated thereby together constitute the entire agreement concerning the subject matter hereof, incorporating all prior and contemporaneous agreements, assurances, representations, and communications between the parties.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date first written above by their respective officers thereunto duly authorized.

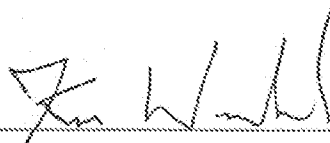
ASSIGNOR: Zumiez Services Inc.

ASSIGNEE:

Signature:



Signature:



Name: Chris Visser

Name: Kevin Winkel

Title: Chief Legal Officer & Secretary

Title: Manager/Sole Member