

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM689362

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	NUNC PRO TUNC ASSIGNMENT
EFFECTIVE DATE:	12/12/2017

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Justin Ray		11/19/2021	INDIVIDUAL: UNITED STATES
Jeremiah Klingman		11/19/2021	INDIVIDUAL: UNITED STATES

RECEIVING PARTY DATA

Name:	Northe Company, LLC
Street Address:	1609 Maple Street
City:	Fort Collins
State/Country:	COLORADO
Postal Code:	80521
Entity Type:	Limited Liability Company: MAINE

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	5352915	ROAM

CORRESPONDENCE DATA**Fax Number:**

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: 8474419100
Email: akemp@nealmcdevitt.com
Correspondent Name: Audra Kemp
Address Line 1: 1776 Ash Street
Address Line 4: Northfield, ILLINOIS 60093

NAME OF SUBMITTER:	Audra Kemp
SIGNATURE:	/audra kemp/
DATE SIGNED:	11/19/2021

Total Attachments: 3

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OP \$40.00 5352915

NUNC PRO TUNC ASSIGNMENT OF TRADEMARKS

This NUNC PRO TUNC ASSIGNMENT OF TRADEMARKS (the "Assignment") is made by, Justin Ray and Jeremiah Klingman, joint owners and individuals of US citizenship (collectively "Assignor"), to Northe Company, LLC, a Maine limited liability company ("Assignee").

WHEREAS, Assignor owns certain trademarks and service marks including, but not limited to, the word mark ROAM as used in connection with a mobile device holder specifically adapted for cell phones, MP3 players, personal digital assistants for use with motorcycles or automotive vehicles, and the design mark incorporating the word mark ROAM, which is the subject of U.S. Registration No. 5,352,915, (together with all common law rights therein and registrations thereof is collectively referred to as the "Trademarks" and/or the "Assigned Marks"); and

WHEREAS, Assignee and Assignor desire that Assignor assign directly to Assignee all of Assignor's right, title and interest in and to the Assigned Marks.

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

Assignor does hereby transfer, assign, convey and deliver to Assignee, free and clear of any and all liens and encumbrances, *nunc pro tunc*, now for then, effective as of December 12, 2017, (i) all right, title and interest of Assignor in, to and under the Assigned Marks and all goodwill of the business connected with the use of, and symbolized by, the Assigned Marks, (ii) all past, present and future claims and causes of action arising out of or relating to any infringement, dilution or other violation or impairment of the foregoing, and the right to sue or otherwise recover therefor, (iii) all proceeds, including license fees, royalties, income, payments, claims, damages, and proceeds of suit now or hereafter due and/or payable with respect the any of the foregoing, (iv) all rights of priority associated with the foregoing, and (v) all other rights accruing thereunder or pertaining thereto throughout the world, the same to be held and enjoyed by Assignee, and its successors, assigns and legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment had not been made.

Assignor hereby authorizes and requests that the Commissioner for Trademarks record Assignee as the assignee and owner of record for each of the Assigned Marks.

This Assignment shall be governed by, and construed in accordance with, the laws of the State of Maryland without regard to principles of conflicts or choice of laws or any other law that would make the laws of any other jurisdiction other than the State of Maine applicable hereto.

This Assignment may be executed in any number of counterparts with the same effect as if the signatures to each counterpart were upon a single instrument, and all such counterparts together shall be deemed an original of this Assignment.

IN WITNESS WHEREOF, the parties have caused this Assignment to be duly executed as of the Execution Date.

Justin Ray

By: Justin Ray
Joint Owner

Execution Date: 11/19/2021

Jeremiah Klingman

By: Jeremiah Klingman
Joint Owner

Execution Date: 11/19/2021

Northe Company, LLC

By: Justin Ray

Name: Justin Ray

Title: Co-Founder

Execution Date: 11/19/2021

SCHEDULE A

I. Common Law Trademarks

ROAM

(goods - mobile device holder specifically adapted for cell phones, MP3 players, personal digital assistants for use with motorcycles or automotive vehicles)

II. Registered Trademarks



U.S. Reg. No. 5,352,915