

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM702742

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Lost Scout LLC		12/29/2021	Limited Liability Company: COLORADO
RECEIVING PARTY DATA			
Name:	Boofarang, Inc.		
Street Address:	233 W. 480 S.		
City:	La Verkin		
State/Country:	UTAH		
Postal Code:	84745		
Entity Type:	Corporation: NORTH DAKOTA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	88598510	LOST SCOUT	
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:	9704938789		
Email:	anda@nocolawoffice.com		
Correspondent Name:	Anda Stephenson		
Address Line 1:	1008 Centre Avenue Ste. A		
Address Line 4:	Fort Collins, COLORADO 80526		
NAME OF SUBMITTER:	Anda Stephenson		
SIGNATURE:	/Anda Stephenson/		
DATE SIGNED:	01/18/2022		
Total Attachments: 4			
source=Trademark Assignment 122921 - signed#page1.tif			
source=Trademark Assignment 122921 - signed#page2.tif			
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OP \$40.00 88598510

TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT AGREEMENT (“Trademark Assignment”), signed by the parties hereto on this 29th day of December 2021 (the “Effective Date”), is made by Lost Scout LLC, a Colorado limited liability company (the “Assignor”), and Boofarang, Inc., a North Dakota corporation (hereinafter collectively the “Assignee”).

WHEREAS, Assignor wishes to convey, transfer and assign to Assignee certain trademarks of Assignor, and has agreed to execute and deliver this Trademark Assignment, for recording with national, federal and state government authorities including, but not limited to, the US Patent and Trademark Office (“USPTO”).

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

1. Assignment. Assignor hereby irrevocably conveys, transfers and assigns to Assignee all of Assignor’s right, title and interest in and to the LOST SCOUT trademark (Serial No. 88598510), including the following (the “Assigned Trademarks”), together with the goodwill of the business connected with the use of, and symbolized by, the Assigned Trademarks:

(a) all Assignor’s (i) trademarks, service marks, trade names, brand names, logos, trade dress and other proprietary indicia of goods and services of the Assignor, whether registered, unregistered or arising by any applicable law of any jurisdiction throughout the world and all registrations and applications for registration of such trademarks, including intent-to-use trademark applications, (ii) issuances, extensions and renewals of such registrations and applications, and (iii) similar intangible property and related proprietary rights, interests and protections, however arising, pursuant to any such law;

(b) without limitation to the generality of the foregoing, the trademarks, trademark registrations and trademark applications and all issuances, extensions and renewals thereof;

(c) registrations of all the internet domain names, whether or not incorporating Assignor’s trademarks, registered to Assignor in any generic top level domain by any authorized private registrar or governmental authority;

(d) all licenses and similar contractual rights with respect to any of the foregoing granted by Assignor to any third party (“Licenses”);

(e) any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to any and all the foregoing;

(f) all rights of any kind whatsoever of Assignor accruing under any of the foregoing provided by any applicable law of any jurisdiction throughout the world; and

(g) 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 authorizes the Commissioner for Trademarks of the USPTO and any other national, federal and state government officials to record and register this Trademark Assignment upon request by Assignee. Assignor shall execute any and all documents and take all other further actions as reasonably requested by Assignee to transfer ownership of the Assigned Trademarks including, but not limited to, assignments, transfers and related powers of attorney. Without limiting the foregoing, Assignor shall cooperate with Assignee and with Assignee's reasonable instructions in order to effectuate the transfer of Assignor's domain name registrations in a timely manner, including by corresponding with any relevant domain name registry operator or its accredited registrars to authorize the transfer of the domain name registrations and executing any documentation required by such operators or registrars.

3. Representations and Warranties. Assignor hereby represents and warrants to Assignee as follows, as of the date hereof:

(a) All required filings and fees related to the trademark registrations and applications herein have been timely filed with and paid to the USPTO and other relevant governmental authorities and authorized registrars, and all such trademark registrations and applications are otherwise in good standing. Assignor has provided Assignee with true and complete copies of file histories, documents, certificates, office actions, correspondence and other materials related to all such trademark registrations and applications.

(b) Assignor owns all right, title and interest in and to the Assigned Trademarks, free and clear of liens, security interests and other encumbrances. Assignor is in full compliance with all legal requirements applicable to the Assigned Trademarks and Assignor's ownership and use thereof.

(c) Assignor has provided Assignee with true and complete copies of all Licenses related to the Assigned Trademarks. All such Licenses are valid, binding and enforceable between Assignor and the other parties thereto, and Assignor and such other parties are in full compliance with the terms and conditions of such Licenses.

(d) No person has infringed, violated or misappropriated, or is infringing, violating or misappropriating, any of the Assigned Trademarks.

4. Indemnity. Assignor shall defend, indemnify and hold harmless Assignee, its affiliates and their respective shareholders, directors, officers and employees from and against all claims, judgments, damages, liabilities, settlements, losses, costs and expenses, including attorneys' fees and disbursements arising from or relating to any breach by Assignor of its representations, warranties and other obligations hereunder.

5. General

(a) Entire Agreement. This Trademark Assignment, other agreements incorporated therein by reference and all related exhibits and schedules, constitutes the sole and entire agreement of the parties with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings and agreements, both written and oral, with respect to such subject matter.

(b) Successors and Assigns. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

(c) Governing Law. All matters arising out of or relating to this Trademark Assignment shall be governed by and construed in accordance with the laws of the United States and the internal laws of the State of Colorado without giving effect to any choice or conflict of law provision or rule (whether of the State of Colorado or any other jurisdiction).

(d) Counterparts. This Trademark Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Trademark Assignment delivered by facsimile, e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Trademark Assignment.

IN WITNESS WHEREOF, Assignor and Assignee have duly executed and delivered this Trademark Assignment as of the date first above written.

ASSIGNOR:

Lost Scout LLC,
a Colorado limited liability company

By:

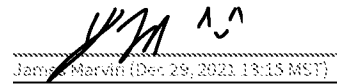


Matthew Erickson, Manager

ASSIGNEE:

Boofarang, Inc.,
a North Dakota corporation

By:


James Marvin (Dec 29, 2021 13:15 MST)

James Marvin, President