

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM704604

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL
<b>SEQUENCE:</b>	1

## CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
CREEK TO PEAK WEAR, LLC		01/17/2022	Limited Liability Company: MONTANA

## RECEIVING PARTY DATA

<b>Name:</b>	Brandon Schreiner
<b>Street Address:</b>	1414 ingomar Blvd
<b>City:</b>	Belgrade
<b>State/Country:</b>	MONTANA
<b>Postal Code:</b>	59714
<b>Entity Type:</b>	INDIVIDUAL: UNITED STATES
<b>Name:</b>	Jack Eshleman
<b>Street Address:</b>	3141 Tejon Street Unit D
<b>City:</b>	Denver
<b>State/Country:</b>	COLORADO
<b>Postal Code:</b>	80211
<b>Entity Type:</b>	INDIVIDUAL: UNITED STATES

## PROPERTY NUMBERS Total: 2

Property Type	Number	Word Mark
<b>Registration Number:</b>	5233477	CREEK TO PEAK WEAR YOUR ADVENTURE
<b>Registration Number:</b>	5242992	CREEK TO PEAK WEAR YOUR ADVENTURE

## 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: 8776040162 EXT402  
 Email: docket@stahlinpc.com  
 Correspondent Name: Natasha Jean-Pierre, Esq.  
 Address Line 1: Po BOX 7089  
 Address Line 4: ANN ARBOR, MICHIGAN 48103

<b>NAME OF SUBMITTER:</b>	Natasha Jean-Pierre, Esq.
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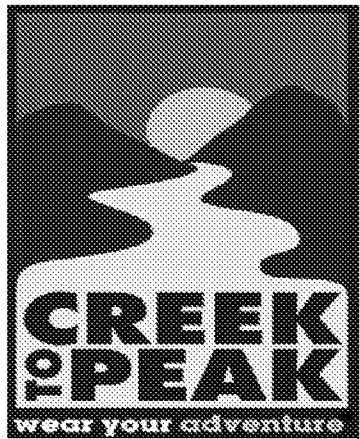
<b>SIGNATURE:</b>	/natasha jean-pierre/
<b>DATE SIGNED:</b>	01/25/2022
<b>Total Attachments: 9</b> source=Trademark_Assignment_(1)_removed#page1.tif source=Trademark_Assignment_(1)_removed#page2.tif source=Trademark_Assignment_(1)_removed#page3.tif source=Trademark_Assignment_(1)_removed#page4.tif source=Trademark_Assignment_(1)_removed#page5.tif source=Trademark_Assignment_(1)_removed#page6.tif source=Trademark_Assignment_(1)_removed#page7.tif source=Trademark_Assignment_(1)_removed#page8.tif source=Trademark_Assignment_(1)_removed#page9.tif	

**TRADEMARK ASSIGNMENT AGREEMENT**

This Assignment Agreement is made by and between Frank Gazella Jr., on behalf of CREEK TO PEAK WEAR, LLC, a Montana limited liability company and existing under the laws of MONTANA, located at PO BOX 4440 Bozeman, MT 59772 (the "Assignor") of the one part; AND Brandon Schreiner, having an address located at 1414 Ingomar Blvd Belgrade MT 59714, AND Jack Eshleman, having an address located at 3141 Tejon street Unit D Denver, CO 80211 (the "Assignee") of the other part.

The Assignor and the Assignee are hereinafter referred to, individually, as "Party" and collectively, as "Parties".

WHEREAS, Brandon Schreiner and Jack Eshleman desires to purchase from CREEK TO PEAK WEAR, LLC all right, title and interest in and to "CREEK TO PEAK WEAR YOUR ADVENTURE (Reg. No. 5242992)" trademark, free and clear of any Encumbrance (as defined below in Section A.) pursuant to the terms and conditions set forth in this Agreement. The Assignor is the proprietor and beneficial owner of the trademark (the "Trademark") in (the "Territory") of which the particulars are set forth as follows:

<p><b>Mark</b></p>	
<p><b>Goods and Services</b></p>	<p>IC 025. US 022 039. G &amp; S: Athletic pants; athletic shorts; beanies; coats; hats; hunting jackets; hunting pants; hunting shirts; jackets; pants; shirts; shorts; ski jackets; ski pants; snow pants; sweat pants; clothing, namely, base layers; hooded sweat shirts; long-sleeved shirts; short-sleeve shirts; sweat shirts; T-shirts. FIRST USE: 20160930. FIRST USE IN COMMERCE: 20160930</p>

**TRADEMARK**

<b>Mark Drawing Code</b>	(3) DESIGN PLUS WORDS, LETTERS, AND/OR NUMBERS
<b>Design Search Code</b>	01.05.01 - Sun, rising or setting (partially exposed or partially obstructed); Sunrise 06.01.04 - Mountains (landscapes); Scenery with mountains 06.03.08 - Rapids; Rivers; Streams 26.11.21 - Rectangles that are completely or partially shaded
<b>Serial Number</b>	87178927
<b>Filing Date</b>	September 21, 2016
<b>Current Basis</b>	1A
<b>Original Filing Basis</b>	1B
<b>Owner</b>	(REGISTRANT) CREEK TO PEAK, WEAR, LLC LIMITED LIABILITY COMPANY MONTANA 1055 KETCHIKAN DRIVE BELGRADE MONTANA 59714
<b>Description of Mark</b>	Color is not claimed as a feature of the mark. The mark consists of the stylized image of two mountains; a setting sun appears between them as does a winding river. The words "CREEK TO PEAK" appear in stylized font at the end of the river, in the foreground of the image. The word "CREEK" is atop the words "TO PEAK", and the word "TO" is oriented vertically. Below the image is the slogan "WEAR YOUR ADVENTURE" in stylized font.
<b>Published for Opposition</b>	February 7, 2017
<b>Registration Number</b>	5242992
<b>Registration Date</b>	July 11, 2017

WHEREAS, the Assignee desires to acquire from the Assi

**TRADEMARK**

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Registration(s) in accordance with the terms and conditions of this Agreement.

- A. "Encumbrance" shall mean any lien, pledge, hypothecation, charge, mortgage, lease, deed of trust, security interest, encumbrance, claim, infringement, option, right of first refusal, preemptive right, community property interest, or restriction of any nature on this asset.

NOW THEREFORE, the Parties hereto agree as follows:

1. For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Assignor does hereby assign to the Assignee all rights, title and interests derived from and in connection with the Trademark in the Territory. Pursuant to Rule 15 U.S.C. §1060(a), the trademark, CREEK TO PEAK WEAR YOUR ADVENTURE (Reg. No. 5242992), is a registered trademark and is assigned to Brandon Schreiner and Jack Eshleman with the good will of the business in which the mark is used.
2. The Assignor represents and warrants that it is the sole proprietor of all rights, title and interests derived from and in connection with the Trademark in Territory, and that the assignment of the Trademark from the Assignor to the Assignee shall not cause any infringement of intellectual property rights of any third party in the Territory.
3. The Trademark is assigned in their present legal status, which is known to the Assignor. To the Assignor's best knowledge, there are no parties who are using the Trademark, own registrations or pending applications for registration of the Trademark and there are no pending cases before the court or national authorities, which may adversely affect the Trademark. The Assignor does not take any further guarantee.
4. The Assignor shall furnish the Assignee with all necessary information on and in connection with the Trademark, which may be required to perfect title in the Trademark to the Assignee. The Assignor shall also furnish the Assignee with the original certificates covering the Trademark.
5. This Agreement shall come into effect on the date on which this Agreement is registered by the competent authority as required by the laws of the Territory. The Parties hereto agree that this Agreement shall be submitted to the aforesaid authority in the Territory for its registrations. Each Party hereto shall fully cooperate with the other with regard to such registration or additional or approval that may be required in connection with the implementation of any portion of this Agreement.
6. **Assumption of Liabilities.** With regard to its purchase of the "CREEK TO PEAK WEAR YOUR ADVENTURE (Reg. No. 5242992)" trademark pursuant to this Agreement, Brandon Schreiner and Jack Eshleman, shall assume or be responsible for any commercial, operational, financial, legal or any other liabilities or obligations of Creek To Peak WEAR, LLC and/or any of its affiliates or that relate to the operation of the business of Creek To Peak WEAR, LLC and/or any of its affiliates, whether known or unknown, disclosed or undisclosed, actual, accrued, contingent or otherwise.
7. **Indemnification.** The parties agree to indemnify, defend and hold harmless the other and each of their respective officers, directors, stockholders, controlling persons, employees, agents, successors and assigns from and against all claims, damages, losses, costs and expenses, including reasonable attorneys' fees, that may be asserted against or incurred by the other party, its officers, directors, stockholders, controlling persons, employees, agents, successors and assigns in connection with the use of the **TRADEMARK**.

damages, claims, suits, proceedings, costs, expenses (including, without limitation, reasonable attorneys' fees), judgments, settlements, interest and penalties incurred as a result of, arising out of or in respect of any breach by the other party of any of its representations and warranties contained in this Agreement, or the failure by the other party to perform any of their covenants or agreements contained in this Agreement.

8. This Agreement and all amendments, modifications, alterations, or supplements hereto, shall be construed under, governed by, and the legal relations between the Parties hereto determined in accordance with the laws of **MONTANA**.
9. Any dispute, controversy or claim arising out of or relating to this Agreement, or breach, termination or invalidity hereof shall be settled through bona fide negotiations between the Parties.
10. Any amendments, modifications, alterations or supplements to this Agreement shall be made in writing to be legally effective.
11. Each Party acknowledges that it has read this Agreement, understands it and agrees to be bound hereby, and represents and warrants that the individual executing this Agreement on its behalf is duly authorized to enter into this Agreement.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed on their behalf by their duly authorized officers and representative on the below dates.

For and on behalf of the Assignor

Signature:

Frank Gazella Jr.

By: Frank Gazella Jr.

Title: Owner/Founder

Company: CREEK TO PEAK WEAR, LLC

Date: 01 / 10 / 2022

For and on behalf of the Assignee

Signature:



By: Brandon Schreiner

Date: 01 / 11 / 2022

Signature:

Jack Eshleman

By: Jack Eshleman

Date: 01 / 17 / 2022

**TRADEMARK**

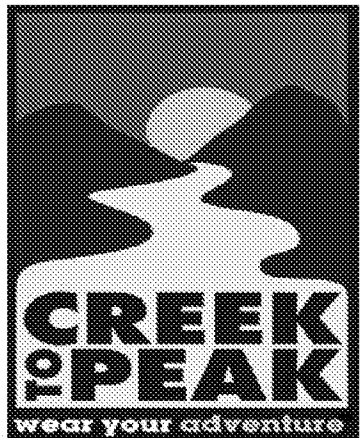
REEL: 007567 FRAME: 0803 13cc9f2a88

**TRADEMARK ASSIGNMENT AGREEMENT**

This Assignment Agreement is made by and between Frank Gazella Jr., on behalf of CREEK TO PEAK WEAR, LLC, a Montana limited liability company and existing under the laws of MONTANA, located at PO BOX 4440 Bozeman, MT 59772 (the "Assignor") of the one part; AND Brandon Schreiner, having an address located at 1414 Ingomar Blvd Belgrade MT 59714, AND Jack Eshleman, having an address located at 3141 Tejon Street Unit D Denver, CO 80211 (the "Assignee") of the other part.

The Assignor and the Assignee are hereinafter referred to, individually, as "Party" and collectively, as "Parties".

WHEREAS, Brandon Schreiner and Jack Eshleman desires to purchase from CREEK TO PEAK WEAR, LLC all right, title and interest in and to "CREEK TO PEAK WEAR YOUR ADVENTURE (Reg. No. 5233477)" trademark, free and clear of any Encumbrance (as defined below in Section A.) pursuant to the terms and conditions set forth in this Agreement. The Assignor is the proprietor and beneficial owner of the trademark (the "Trademark") in (the "Territory") of which the particulars are set forth as follows:

<b>Mark</b>	
<b>Goods and Services</b>	IC 035. US 100 101 102. G & S: On-line retail store services featuring outdoor and adventure gear, clothing and accessories. FIRST USE: 20160930. FIRST USE IN COMMERCE: 20160930
<b>Mark Drawing Code</b>	(3) DESIGN PLUS WORDS, LETTERS, AND/OR NUMBERS
<b>Design Search Code</b>	01.05.01 - Sun, rising or setting (partially exposed or partially obstructed); Sunrise 06.01.04 - Mountains (landscapes); Scenery with mountains 06.03.08 - Rapids; Rivers; Streams

**TRADEMARK**



	26.11.10 - Rectangles divided once into two sections 26.11.21 - Rectangles that are completely or partially shaded
<b>Serial Number</b>	86934609
<b>Filing Date</b>	March 9, 2016
<b>Current Basis</b>	1A
<b>Original Filing Basis</b>	1B
<b>Owner</b>	(REGISTRANT) CREEK TO PEAK, WEAR , LLC LIMITED LIABILITY COMPANY MONTANA 1055 KETCHIKAN DRIVE BELGRADE MONTANA 59714
<b>Description of Mark</b>	Color is not claimed as a feature of the mark. The mark consists of the stylized image of two mountains; a setting sun appears between them as does a winding river. The words "CREEK TO PEAK" appear in stylized font at the end of the river, in the foreground of the image. The word "CREEK" is atop the words "TO PEAK", and the word "TO" is oriented vertically. Below the image is the slogan "WEAR YOUR ADVENTURE" in stylized font.
<b>Published for Opposition</b>	July 26, 2016
<b>Registration Number</b>	5233477
<b>Registration Date</b>	June 27, 2017

WHEREAS, the Assignee desires to acquire from the Assignor the Trademark(s) Registration(s) in accordance with the terms and conditions of this Agreement.

- A. "Encumbrance" shall mean any lien, pledge, hypothecation, charge, mortgage, lease, deed of trust, security interest, encumbrance, claim, infringement, option, right of first refusal, preemptive right, community property interest, or restriction of any nature on this asset.

**TRADEMARK**

REEL: 007567 FRAME: 0805 13cc9f2a88

NOW THEREFORE, the Parties hereto agree as follows:

1. For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Assignor does hereby assign to the Assignee all rights, title and interests derived from and in connection with the Trademark in the Territory. Pursuant to Rule 15 U.S.C. §1060(a), the trademark, CREEK TO PEAK WEAR YOUR ADVENTURE (Reg. No. 5233477), is a registered trademark and is assigned to Brandon Schreiner and Jack Eshleman with the good will of the business in which the mark is used.
2. The Assignor represents and warrants that it is the sole proprietor of all rights, title and interests derived from and in connection with the Trademark in Territory, and that the assignment of the Trademark from the Assignor to the Assignee shall not cause any infringement of intellectual property rights of any third party in the Territory.
3. The Trademark is assigned in their present legal status, which is known to the Assignor. To the Assignor's best knowledge, there are no parties who are using the Trademark, own registrations or pending applications for registration of the Trademark and there are no pending cases before the court or national authorities, which may adversely affect the Trademark. The Assignor does not take any further guarantee.
4. The Assignor shall furnish the Assignee with all necessary information on and in connection with the Trademark, which may be required to perfect title in the Trademark to the Assignee. The Assignor shall also furnish the Assignee with the original certificates covering the Trademark.
5. This Agreement shall come into effect on the date on which this Agreement is registered by the competent authority as required by the laws of the Territory. The Parties hereto agree that this Agreement shall be submitted to the aforesaid authority in the Territory for its registrations. Each Party hereto shall fully cooperate with the other with regard to such registration or additional or approval that may be required in connection with the implementation of any portion of this Agreement.
6. **Assumption of Liabilities.** With regard to its purchase of the "CREEK TO PEAK WEAR YOUR ADVENTURE (Reg. No. 5233477)" trademark pursuant to this Agreement, Brandon Schreiner and Jack Eshleman, shall assume or be responsible for any commercial, operational, financial, legal or any other liabilities or obligations of Creek To Peak WEAR, LLC and/or any of its affiliates or that relate to the operation of the business of Creek To Peak WEAR, LLC and/or any of its affiliates, whether known or unknown, disclosed or undisclosed, actual, accrued, contingent or otherwise.
7. **Indemnification.** The parties agree to indemnify, defend and hold harmless the other and each of their respective officers, directors, stockholders, controlling persons, employees, agents, successors and assigns from and against any and all liabilities, losses damages, claims, suits, proceedings, costs, expenses (including, without limitation, reasonable attorneys' fees), judgments, settlements, interest and penalties incurred as a result of, arising out of or in respect of any breach by the other party of any of its representations and warranties contained in this Agreement, or the failure by the other party to perform any of their covenants or agreements contained in this Agreement.

**TRADEMARK**

REEL: 007567 FRAME: 0806 13cc9f2a88

8. This Agreement and all amendments, modifications, alterations, or supplements hereto, shall be construed under, governed by, and the legal relations between the Parties hereto determined in accordance with the laws of **MONTANA**.
9. Any dispute, controversy or claim arising out of or relating to this Agreement, or breach, termination of invalidity hereof shall be settled through bona fide negotiations between the Parties.
10. Any amendments, modifications, alterations or supplements to this Agreement shall be made in writing to be legally effective.
11. Each Party acknowledges that it has read this Agreement, understands it and agrees to be bound hereby, and represents and warrants that the individual executing this Agreement on its behalf is duly authorized to enter into this Agreement.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed on their behalf by their duly authorized officers and representative on the below dates.

For and on behalf of the Assignor

Signature:

*Frank Gazella Jr.*

By: Frank Gazella Jr.

Title: Founder

Company: CREEK TO PEAK WEAR, LLC

Date: 01 / 10 / 2022

For and on behalf of the Assignee

Signature:

*[Signature]*

By: Brandon Schreiner

Date: 01 / 11 / 2022

Signature:

*Jack Eshleman*

By: Jack Eshleman

Date: 01 / 17 / 2022