

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM712663

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Wanderer Bracelets Inc.	FORMERLY Wanderer Bracelets LLC	01/11/2022	Corporation: NEVADA
RECEIVING PARTY DATA			
Name:	WandererCo LLC		
Street Address:	106 Locke Avenue		
City:	Spring Hill		
State/Country:	TENNESSEE		
Postal Code:	37174		
Entity Type:	Limited Liability Company: TENNESSEE		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Serial Number:	90041964	WANDERER	
Registration Number:	5961010	CROSSED PATHS	
Registration Number:	5041070		
Registration Number:	5383149	WANDERER BRACELETS	
Registration Number:	5453174		
Registration Number:	5736988	WANDERER BRACELETS	
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:	4794206805		
Email:	eric@pf-legal.com		
Correspondent Name:	Pitchford Fugett, PLLC		
Address Line 1:	1831 12th Ave S., Suite 454		
Address Line 4:	Nashville, TENNESSEE 37203		
NAME OF SUBMITTER:	ERIC B. FUGETT		
SIGNATURE:	/ERIC B. FUGETT/		
DATE SIGNED:	03/07/2022		

OP \$165.00 90041964

Total Attachments: 5

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INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT (“**IP Assignment**”), effective as of the date of the last signature below, is made by WANDERER BRACELETS INC., a Nevada corporation having its principal place of business at 925 W 100 N, Ste C, North Salt Lake, UT 84054 (“**Assignor**”), and WANDERERCO LLC, a Tennessee limited liability company, having an address at 106 Locke Avenue, Spring Hill, TN 37174 (“**Assignee**”), the purchaser of various assets including intellectual property from Assignor pursuant to that certain Asset Purchase Agreement between Assignor and Assignee, dated as of October 29, 2021 (the “**Asset Purchase Agreement**”).

WHEREAS, under the terms of the Asset Purchase Agreement, Assignor has conveyed, transferred and assigned to Assignee, among other assets, certain intellectual property of Assignor, and has agreed to execute and deliver this IP Assignment, for recording with the United States Patent and Trademark Office, the United States Copyright Office, and any applicable foreign government agencies;

NOW THEREFORE, the parties agree as follows:

1. Assignment. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby irrevocably conveys, transfers and assigns to Assignee all of Assignor’s right, title and interest in and to the following (the “**Assigned IP**”):

(a) the trademark registrations and applications set forth on Schedule 1 hereto and all issuances, extensions and renewals thereof (the “**Trademarks**”), together with the goodwill of the business connected with the use of, and symbolized by, the Trademarks;

(b) the copyright registrations and applications for registration set forth on Schedule 2 hereto and all issuances, extensions and renewals thereof (the “**Copyrights**”);

(c) all rights of any kind whatsoever of Assignor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions and otherwise throughout the world;

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

(e) any and all claims and causes of action, with respect to any of the foregoing, whether accruing before, on and/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 hereby authorizes the Commissioner for Trademarks in the United States Patent and Trademark Office and the Register of Copyrights in the United States Copyright Office, as well as any applicable foreign intellectual property

authorities, to record and register this IP Assignment upon request by Assignee. Following the date hereof, Assignor shall take such steps and actions, and provide such cooperation and assistance to Assignee and its successors, assigns and legal representatives, including the execution and delivery of any affidavits, declarations, oaths, exhibits, assignments, powers of attorney, or other documents, as may be necessary to effect, evidence, or perfect the assignment of the Assigned IP to Assignee, or any assignee or successor thereto.

3. Terms of the Asset Purchase Agreement. The parties hereto acknowledge and agree that this IP Assignment is entered into pursuant to the Asset Purchase Agreement, to which reference is made for a further statement of the rights and obligations of Assignor and Assignee with respect to the Assigned IP. The representations, warranties, covenants, agreements and indemnities contained in the Asset Purchase Agreement shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. In the event of any conflict or inconsistency between the terms of the Asset Purchase Agreement and the terms hereof, the terms of the Asset Purchase Agreement shall govern.

4. Counterparts. This IP 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 IP Assignment delivered by 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 IP Assignment.


5. Successors and Assigns. This IP Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

6. Governing Law. This IP Assignment and any claim, controversy, dispute or cause of action (whether in contract, tort or otherwise) based upon, arising out of or relating to this IP Assignment and the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws of the United States and the State of Tennessee, without giving effect to any choice or conflict of law provision or rule.

IN WITNESS WHEREOF, the Assignor and Assignee have duly executed and delivered this IP Assignment.

ASSIGNORS

WANDERER BRACELETS INC.



By: Benjamin Katzaman

Title: CEO

Date: 01/11/2022

ASSIGNEE

WANDERERCO LLC

By: Peter Goodwin

Title: CEO

Date:

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ASSIGNORS

WANDERER BRACELETS INC.

By: Benjamin Katzaman

Title: CEO

Date: _____

ASSIGNEE

WANDERERCO LLC

By: Peter Goodwin




Title: CEO

Date: 1/11/22

SCHEDULE 1

ASSIGNED TRADEMARK REGISTRATIONS AND APPLICATIONS

UNITED STATES REGISTRATIONS

<u>Mark</u>	<u>Type</u>	<u>Registration Number</u>	<u>Registration Date</u>
CROSSED PATHS	Standard characters	5,961,010	01/14/2020
	Design without words	5,041,070	09/13/2016
 WANDERER BRACELETS	Design plus words	5,383,149	01/23/2018
	Design without words	5,453,174	04/24/2018
WANDERER BRACELETS	Standard characters	5,736,988	04/30/2019

UNITED STATES APPLICATIONS

<u>Mark</u>	<u>Type</u>	<u>Application Number</u>	<u>Filing Date</u>
WANDERER	Standard characters	90/041,964	07/08/2020

CANADIAN REGISTRATIONS

<u>Mark</u>	<u>Type</u>	<u>Registration Number</u>	<u>Registration Date</u>
WANDERER	Standard characters	TMA976166	07/19/2017

SCHEDULE 2

ASSIGNED COPYRIGHT REGISTRATIONS AND APPLICATIONS

UNITED STATES COPYRIGHT REGISTRATIONS

<u>Title</u>	<u>Type</u>	<u>Registration Number</u>	<u>Registration Date</u>
Wanderer Bracelets Logo #2	Work of Visual Art	VAu 1-411-281	09/04/2020

UNITED STATES COPYRIGHT APPLICATIONS

<u>Title</u>	<u>Type</u>	<u>Application Number</u>	<u>Filing Date</u>
Wanderer Bracelets Logo	Work of Visual Art	1-9204735481	09/03/2020
Wanderer Eye Logo	Work of Visual Art	1-9210656461	09/04/2020