

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

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SUBMISSION TYPE:	RESUBMISSION		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
RESUBMIT DOCUMENT ID:	900710776		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
LULABOP, INC.		01/21/2022	Corporation: WASHINGTON
RECEIVING PARTY DATA			
Name:	GEAR AID INC.		
Street Address:	1411 MEADOR AVE		
City:	BELLINGHAM		
State/Country:	WASHINGTON		
Postal Code:	98229		
Entity Type:	Corporation: WASHINGTON		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	5303453	HEROCLIP	
Registration Number:	5321236	LULABOP	
CORRESPONDENCE DATA			
Fax Number:	8169600041		
<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:	816-960-0090		
Email:	trademarks.reichert@kutakrock.com		
Correspondent Name:	Kutak Rock LLP		
Address Line 1:	Thomas A. Reichert		
Address Line 2:	2300 Main Street, Suite 800		
Address Line 4:	Kansas City, MISSOURI 64108		
ATTORNEY DOCKET NUMBER:	188911-48		
NAME OF SUBMITTER:	Thomas A. Reichert		
SIGNATURE:	/Thomas A. Reichert/		
DATE SIGNED:	10/14/2022		
Total Attachments: 7			
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ASSIGNMENT AGREEMENT

THIS ASSIGNMENT AGREEMENT (“**Agreement**”) is made and entered into this 21 day of January, 2022, by and between LULABOP, INC., a Washington corporation (“**Seller**”); and GEAR AID INC, a Washington corporation (“**Buyer**”). This Agreement is entered into pursuant to that certain Asset Purchase Agreement dated January 14, 2022, by and among Buyer and Seller (the “**Purchase Agreement**”). Capitalized terms used herein but not otherwise defined herein have the meanings ascribed to them in the Purchase Agreement.

WHEREAS, this Agreement is subject to all of the terms and conditions set forth in the Purchase Agreement; and

WHEREAS, on the terms and subject to the conditions set forth in the Purchase Agreement, at the Closing, Seller has agreed to sell, convey, assign, transfer and deliver to Buyer, and Buyer has agreed to purchase, acquire and accept from Seller, all of Seller’s right, title and interest in, to and under the Intellectual Property Assets.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged:

1. Sale, Conveyance, Assignment, Transfer and Delivery. Subject to the Purchase Agreement and effective as of the Closing Date, Seller hereby sells, conveys, assigns, transfers and delivers to Buyer, and Buyer hereby purchases, acquires and accepts from Seller, free and clear of all Encumbrances, all of Seller’s right, title and interest in, to and under the Intellectual Property Assets, including the patents and trademarks shown on the attached Exhibit “A”.

2. Governing Law. This Agreement and any and all matters, disputes, or claims between the parties arising out of, relating to, or in accordance with its subject matter or formation (including any contractual disputes or claims), and whether purporting to be found in contract or tort or at law or in equity, shall be governed by, enforced, and construed in accordance with the internal Laws of the State of Washington, without giving effect to any choice or conflict of law provision or rule (whether of the State of Washington or any other jurisdiction) that would cause the application of the Laws of any jurisdiction other than the State of Washington. Each party irrevocably submits to the exclusive jurisdiction of any Washington state court or the United States Federal court for the Western District of Washington, and any appellate court from any thereof, for the purposes of any Proceeding arising out of this Agreement, or for recognition or enforcement of any judgment, and each party irrevocably and unconditionally agrees that all claims in respect of such proceeding may be heard in such state court or, to the extent permitted by applicable Law, in such Federal court. Each party agrees to commence any such Proceeding in any Washington state court or the United States Federal court for the Western District of Washington (and any appellate courts thereof). Each party irrevocably and unconditionally waives any objection to the laying of venue of any action, suit or Proceeding arising out of this Agreement, in any court referred to in this Section and hereby further irrevocably and unconditionally waives and agrees not to plead or claim in any such court that any such action, suit or proceeding brought in any such court has been brought in an inconvenient forum.

3. Conflicts. Nothing in this Agreement, express or implied, is intended to or shall be construed to supersede, modify, replace, amend, rescind, waive, expand or limit in any way the rights of the parties under, and the terms of, the Purchase Agreement. To the extent that any provision of this

Agreement conflicts or is inconsistent with the terms of the Purchase Agreement, the Purchase Agreement shall govern, including with respect to the enforcement of the rights and obligations of the parties to this Agreement.

4. Counterparts. This Agreement 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 Agreement 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 Agreement.

5. Amendments. This Agreement may not be modified, amended, rescinded, canceled, altered or supplemented, in whole or in part, except upon the execution and delivery of a written instrument duly executed by each of the parties hereto.

6. Severability. Any provision of this Agreement that is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction.

7. No Third Party Beneficiaries. Any agreement contained, expressed or implied in this Agreement shall be only for the benefit of the parties hereto and their respective legal representatives, successors and permitted assigns, and such agreements shall not inure to the benefit of the obligees of any Indebtedness of any party hereto, it being the intention of the parties hereto that no Person shall be deemed a third party beneficiary of this Agreement, except to the extent a third party is expressly given rights herein.

IN WITNESS WHEREOF, the parties have duly executed and delivered this Agreement as of the date first written above.

SELLER:

LULABOP, INC.

DocuSigned by:
By Mina Yoo
MINA YOO, President

BUYER:

GEAR AID INC

DocuSigned by:
By Clark Campbell
CLARK CAMPBELL, President

EXHIBIT "A"
PATENTS AND TRADEMARKS

PATENTS

- US**
- U.S. Patent 9,453,527 (utility patent granted September 27, 2016) - General concept of rotating, folding hook attached to carabiner. Grant Lindberg, who is named in the patent, has assigned the patent to Mina Yoo (founder/CEO, Lulabop Inc).
 - U.S. Patent 9,677,597 (utility patent granted June 13, 2017) - Pivot/hinge mechanism, foot/spring closure. John Bandringa, who is named in the patent, has assigned the patent to Mina Yoo (founder/CEO, Lulabop Inc).

CHINA & HONG KONG

- Chinese Patent Application ZL201680015683.5 (granted on March 31, 2020) - Based on US U.S. Patent 9,677,597
- Hong Kong Standard Patent No. 1240999 (grated on December 4, 2020) - Based on China Patent

TRADEMARKS

Country	Mark	Classes	Description	Status	Application #	File Date	Registration #	Registration Date
CANADA	HEROCLIP	006	006 - All-purpose adjustable metal anchor hooks, metal carabiners with rubber coating for hanging or carrying items	PENDING	1,922,590	9/28/2018		
CHINA	HEROCLIP	006	006 - Ironmongery; hardware of metal, small; anchors; hooks [metal hardware]; cramps of metal [crampons]; clothes hooks of metal; hooks of metal for clothes rails; bag hangers of metal; U-shaped carabiners	REGISTERED	34953438	11/28/2018	34953438	8/21/2019

EUROPEAN UNION (EUTM & RCD)	HEROCLIP	006	(climbers, skate); rings of metal 006 - Metal hardware, in particular hooks of metal, holders of metal, metal carabiners; all-purpose adjustable metal anchor hooks, metal carabiners with rubber coating for hanging or carrying items	REGISTERED	17958489	9/18/2018	17958489	1/29/2019
JAPAN	HEROCLIP	006	006 - All-purpose adjustable metal anchor hooks, metal carabiners with rubber coating for hanging or carrying items	REGISTERED	2018-016692	2/9/2018	6096722	11/9/2018
UNITED STATES	HEROCLIP	006	006 - All-purpose adjustable metal anchor hooks, metal carabiners with rubber coating for hanging or carrying items	REGISTERED	87283319	12/28/2016	5303453	10/3/2017
UNITED STATES	LULABOP	035	035 - On-line retail and wholesale store services for ordering active lifestyle products, namely, carabiners, metallic hooks, clips, retractable canvas panels, and mechanical devices adapted for holding electronic devices, namely, MP3 players, mobile telephones, and smart telephones	REGISTERED	87283305	12/28/2016	5321236	10/31/2017