TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM764845

SUBMISSION TYPE:	RESUBMISSION	
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL	
RESUBMIT DOCUMENT ID:	900716336	

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
CLEARSNAP HOLDING, Inc.		01/31/2020	Corporation: WASHINGTON

RECEIVING PARTY DATA

Name:	STAMPIN' UP! INC.
Street Address:	12907 SOUTH 3600 WEST
City:	RIVERTON
State/Country:	UTAH
Postal Code:	84065
Entity Type:	Corporation: UTAH

PROPERTY NUMBERS Total: 20

Property Type	Number	Word Mark
Serial Number:	74227434	TOP BOSS
Serial Number:	74250084	MAGIC STAMP
Serial Number:	74323336	CAT'S EYE
Serial Number:	78151812	
Serial Number:	78151993	
Serial Number:	78152019	
Serial Number:	78160433	TOP BOSS
Serial Number:	78885392	Q QUEUE
Serial Number:	77061475	COLOR BOX
Serial Number:	77617209	SMOOCH
Serial Number:	85412345	SMOOCH GLITZ
Serial Number:	85418846	COLORBOX PAINTBOX
Serial Number:	85767052	COLORBOX CRAFTER'S
Serial Number:	86220490	TWINKLE DUST
Serial Number:	86553620	CLEARSNAP BODY WRITER
Serial Number:	86674739	FINGER FLAIR
Serial Number:	74660719	PETAL POINT
Serial Number:	75042433	

TRADEMARK REEL: 007837 FRAME: 0938

900729221

Property Type	Number	Word Mark	
Serial Number:	73673659	ROLLAGRAPH	
Serial Number:	74058517	COLOR BOX	

CORRESPONDENCE DATA

Fax Number: 3606470412

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: 3606470400

Email:km@schachtlaw.comCorrespondent Name:Schacht Law Office, Inc.Address Line 1:1313 E Maple Street

Address Line 2: Suite 219

Address Line 4: Bellingham, WASHINGTON 98225

ATTORNEY DOCKET NUMBER:	M220309
NAME OF SUBMITTER:	Michael R. Schacht
SIGNATURE:	/michael r schacht/
DATE SIGNED:	11/01/2022

Total Attachments: 22

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INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT ("IP Assignment"), dated as of January 31, 2020 is made by CLEARSNAP HOLDING, INC. ("Assignor"), a Washington corporation, located at 15218 Josh Wilson Road, Burlington, WA 98233, in favor of STAMPIN' UP! INC. ("Assignee"), a Utah corporation, located at 12907 South 3600 West, Riverton, Utah 84065.

WHEREAS, 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 and the United States Copyright Office.

NOW THEREFORE, Assignor agrees as follows:

- 1. <u>Assignment</u>. 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, if any, in and to the following (the "Assigned IP"):
 - (a) the patents and patent applications set forth on Schedule 1 hereto and all issuances, divisions, continuations, continuations-in-part, reissues, extensions, reexaminations, and renewals thereof (the "Patents");
 - (b) the trademark registrations and applications set forth on Schedule 2 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:
 - (c) all rights of any kind whatsoever of Assignor accruing under any of the foregoing or any existing intellectual property right or interest of Assignor, including **Copyrights** registered or unregistered rights in common law, or any other right to creative works, methods or processes, not otherwise included in 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, 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,

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¹ Assignor is not aware of any active registered copyrights to be assigned.

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 Patents and the Commissioner for Trademarks in the United States Patent and Trademark Office, and the Register of Copyrights in the United States Copyright Office to record and register this IP Assignment upon request by Assignee. Following the date hereof, upon Assignee's reasonable request, 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. <u>Assignor's Representations and Warranties</u>. Assignor represents and warrants to Assignee, to the best of Assignor's knowledge:
 - (a) Assignor is the owner of, and that Assignor can grant, assign, and transfer its right, title and interest in and to, the Assigned IP and that the Assigned IP is not subject to any dispute, claim, prior license or other agreement, assignment, lien or rights of any third party, or any other rights that might interfere with Assignee's use, or exercise of ownership of, the Assigned IP. Assignor further represents and warrants to Assignee that, to the best of its knowledge, the Assigned IP is free of any claim of any prior individual, entity or third party client of Assignor, and that Assignor is not aware of any claims by any third party to any rights of any kind in or to any of Assigned IP. Assignor agrees to immediately notify Assignee upon becoming aware of any such claims and to satisfy any such claims to the extent necessary to make the foregoing representations and warranties true and correct.
 - (b) That the execution and delivery of this Assignment (and all other agreements and instruments contemplated hereunder) by Assignor, the performance by Assignor of its obligations hereunder, and the consummation by Assignor of the transactions contemplated hereby have been duly authorized by all necessary action.
 - (c) That this Assignment has been duly and validly executed and delivered by Assignor and constitutes the legal, valid, and binding agreement of Assignor, enforceable against Assignor in accordance with its respective terms.
 - (d) That Assignor will make any required filing, declaration, or registration with, or will obtain any permit, authorization, consent or approval of, any governmental entity as a condition to the lawful consummation by Assignor of the transactions contemplated by this Assignment and the other agreements and instruments to be executed and delivered by Assignor pursuant hereto or the consummation by Assignor of the transactions contemplated herein.
 - (e) That neither the execution, delivery, and performance of this Assignment and all of the other agreements and instruments to be executed and delivered pursuant hereto, nor the consummation of the transactions contemplated hereby or thereby, will, with or

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without the passage of time or the delivery of notice or both: (i) conflict with, violate or result in any breach of the terms, conditions or provisions of the articles, bylaws or other organizational documents or agreements of Assignor; (ii) conflict with or result in a violation or breach of, or constitute a default or require consent of any individual, corporation, partnership, trust or unincorporated organization or governmental entity ("Person") (or give rise to any right of termination, cancellation or acceleration) under, any of the terms, conditions or provisions of any notice, bond, mortgage, indenture, license, franchise permit, agreement, lease or other instrument or obligation to which Assignor is a party or by which Assignor, any of the properties or assets of the Assignor may be bound, where such conflict, violation, breach, default or consent would have a material adverse effect on this Assignment or the transactions contemplated hereby; or (iii) violate any statute, ordinance or law or any rule, regulation, order, writ, injunction or decree of any governmental entity applicable to Assignor or by which any properties or assets of Assignor may be bound, where such violation would have a material adverse effect on Assigned IP.

- (f) That the Assigned IP does not infringe any patent, trade name, trademark, copyright, trade secret, or any other intellectual property right of any Person, without the necessity of relying upon any license held by Assignor to any such intellectual property right of any Person. There is no pending or threatened claim by Assignor against any Person for infringement, misuse, or misappropriation of any of the Assigned IP. Assignor is not obligated or under any liability whatsoever to make any payments by way of royalties, fees, or otherwise to any owner of, licensor of, or other claimant to, any patent, trademark, trade name, copyright, trade secret, or other intellectual property rights, with respect to the use thereof or in connection with the conduct of Assignor's business or otherwise. All development relating to the Assigned IP was performed by Assignor's agents and each such agent has assigned all rights in the Assigned IP to Assignor.
- (g) That there are no claims, actions, suits, inquiries, proceedings, or investigations relating to Assignor or the Assigned IP which are currently pending or, to the best knowledge of Assignor, threatened, at law or in equity or before or by any governmental entity. There are no claims relating to any of the Assigned IP.
- (h) That Assignor is not in (or has received notice of any) default under or with respect to any judgment, order, writ, injunction, or decree of any court or any governmental entity relating to (or that could affect) any of the Assigned IP. There does not exist any default by the Assignor or, to the knowledge of Assignor, by any other Person, or event that, with notice or lapse of time, or both, would constitute a default under any agreement entered into by the Assignor which could adversely affect the Assigned IP.
- (i) That the Assignor is not aware of any facts pertaining to the Assigned IP which could affect the Assigned IP in a material adverse manner or which are likely in the future to affect the Assigned IP in a material adverse manner. Neither this Assignment nor any other agreement, exhibit, schedule, or certificate being entered into or delivered pursuant hereto contains any untrue statement of a material fact or omits to state any material fact necessary in order to make the statements therein contained not misleading.

- 4. <u>Electronic Copies</u>. A signed copy of this IP Assignment delivered by facsimile, email, 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. <u>Successors and Assigns</u>. 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 Washington, without giving effect to any choice or conflict of law provision or rule (whether of the State of Washington or any other jurisdiction).

[SIGNATURE PAGE FOLLOWS]

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IN WITNESS WHEREOF, Assignor has duly executed and delivered this IP Assignment as of the date first above written.

CLEARSNAP HOLDING, INC

By: Value Sterling Gardner
Title: Managing Member

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SCHEDULE 1

ASSIGNED PATENTS AND PATENT APPLICATIONS

List of All Patent Activity of Clearsnap Holding, Inc.

Title	Jurisdiction	Patent Number	Issue Date
See Schedule 1 Attachment			

Patent Applications

Title	Jurisdiction	Application/ Publication Number	Filing Date
See Schedule 1 Attachment			

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SCHEDULE 2

ASSIGNED TRADEMARK REGISTRATIONS AND APPLICATIONS

List of Trademark Registration Activity of Clearsnap Holdings, Inc.

Mark	Jurisdiction	Registration Number	Registration Date
See Schedule 2 Attachment			

Trademark Applications

Mark	Jurisdiction	ITU Status	Application Serial Number	Filing Date
See Schedule 2 Attachment				

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Schedule 2 - IP Assignment Agreement-Clearsnap 2019-08-09 Status Table

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2019-08-09 Status Table 11

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