

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM757818

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Daily Grommet Inc.		09/08/2022	Corporation:
RECEIVING PARTY DATA			
Name:	The GiddyUp Group, Inc.		
Street Address:	16 North Oak Street		
City:	Ventura		
State/Country:	CALIFORNIA		
Postal Code:	93001		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Serial Number:	97032978	G	
Serial Number:	97032955	G GROMMET	
Registration Number:	5396817	DISCOVER WHAT'S NEXT	
Registration Number:	4447587		
Registration Number:	4447586	THE GROMMET	
CORRESPONDENCE DATA			
Fax Number:	8013281707		
<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:	8015339800		
Email:	mrubi@wnlaw.com		
Correspondent Name:	Workman Nydegger		
Address Line 1:	60 East South Temple, STE 1000		
Address Line 4:	Salt Lake City, UTAH 84111		
ATTORNEY DOCKET NUMBER:	22281.16		
NAME OF SUBMITTER:	Timothy D. Nichols		
SIGNATURE:	/Timothy D. Nichols/		
DATE SIGNED:	09/27/2022		
Total Attachments: 5			

OP \$140.00 97032978

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TRADEMARK AND DOMAIN NAME ASSIGNMENT AGREEMENT

This **TRADEMARK AND DOMAIN NAME ASSIGNMENT AGREEMENT** (the "Assignment"), is made and entered into as of September [8], 2022, by and between Daily Grommet Inc., a Delaware corporation ("Assignor"), and The GiddyUp Group, Inc., a Delaware Corporation ("Assignee"). Capitalized terms used but not defined herein shall have those meanings assigned to them in the Purchase Agreement (as defined below).

WHEREAS, Assignee and Assignor are parties to that certain Asset Purchase Agreement, dated as of August 30, 2022, by and between Assignor and Assignee (the "Purchase Agreement"); and

WHEREAS, Assignor is the owner of all right, title, and interest in and to the Internet domain name(s) identified in Annex A attached hereto (the "Scheduled Domain Names");

WHEREAS, Assignee is desirous of having transferred to it the Scheduled Domain Names, as well as the intellectual property and other proprietary rights associated therewith;

WHEREAS, Assignor is the owner of the trademarks set forth in Annex A attached hereto (collectively, the "Scheduled Trademarks");

WHEREAS, Assignee desires to acquire all right, title, and interest in and to the Scheduled Trademarks; and

WHEREAS, pursuant to the Purchase Agreement, among other things, Assignor agreed to sell, and Assignee agreed to purchase, the Scheduled Domain Names and the Scheduled Trademarks.

NOW, THEREFORE, in consideration of the mutual promises and conditions contained herein and other good and valuable consideration, the sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

1. Transfer and Assignment of Rights in Domain Names. Assignor hereby sells, assigns, transfers and sets over to Assignee, and Assignee hereby accepts from Assignor:

(a) All right, title, and interest in and to the Scheduled Domain Names together with any and all trademark and service mark rights and the goodwill associated therewith, or other rights which may be granted on or as a result thereof in the United States and any and all other countries; and

(b) The right to sue and collect damages and/or profits for both past and present causes of action related to, the Scheduled Domain Names.

2. Assignment of Trademarks. Assignor hereby sells, assigns, transfers, and sets over to Assignee, and Assignee hereby accepts from Assignor:

(a) All right, title, and interest of Assignor in and to the Scheduled Trademarks together with the goodwill associated therewith, as well as any trademark and service mark applications and registrations therefor, and the business to which such Scheduled Trademarks pertain, or other rights which may be granted thereon or as a result thereof in the United States

and any and all other countries; and

(b) The right to apply for registrations and to sue and collect damages and/or profits for both past and present infringements of, or other causes of action related to, the Scheduled Trademarks.

3. Assignor shall execute and deliver to Assignee such other instruments of sale, transfer, conveyance, assignment and confirmation, and take such other action to register, evidence, perfect, and/or exercise the rights conveyed hereunder, as may be reasonably requested by Assignee. With respect to the Scheduled Domain Names, Assignor shall take all steps necessary to effect the changes in name of registrant by the name change provisions of the applicable domain name registrar and to transfer the applicable domain name registrar account(s) to Assignee.

4. All the terms, covenants, and conditions in this Assignment shall be binding upon Assignor and its successors and assigns and all others acting by, through, with, or under its direction, and all those in privity therewith, and shall inure to the benefit of Assignee and its successors and assigns or nominees.

5. Assignor, for itself and its successors and assigns, hereby covenants that Assignor has not executed and will not execute any instrument or grant or transfer any rights or interests inconsistent with the rights and interests granted herein. 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.

[signature page follows]

[Signature Page to Trademark and Domain Name Assignment Agreement]

ASSIGNOR:

DAILY GROMMET INC.

DocuSigned by:
By: Kim Leiko
Name: Kim Leiko
Title: President

ASSIGNEE:

THE GIDDYUP GROUP, INC.

DocuSigned by:
By: Darren Engle
Name: Darren Engle
Title: VP of Operations & Finance

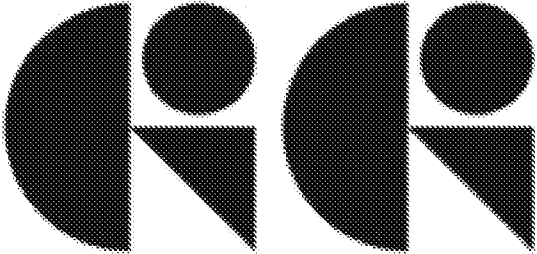

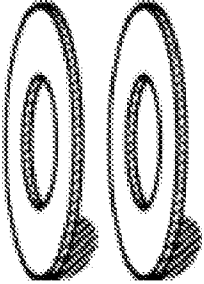
ANNEX A**Scheduled Domain Names:**

Thegrommet.com

Blog.thegrommet.com

Wholesale.thegrommet.com

Scheduled Trademarks:

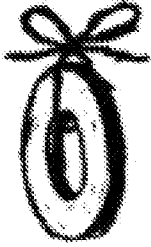
Serial Number	Registered Number	Mark
97032978	n/a	
97032955	n/a	
86712491	5396817	DISCOVER WHAT'S NEXT
85915495	4447587	
85915490	4447586	THE GROMMET

**Common Law Trademarks and Service
Marks**

1. CITIZEN COMMERCE

2. DAILY GROMMET

3.



4.

