

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM834956

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	NUNC PRO TUNC ASSIGNMENT		
EFFECTIVE DATE:	09/01/2020		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Backpacks.com, Inc.		08/25/2023	Corporation: FLORIDA
RECEIVING PARTY DATA			
Name:	Group III International, Inc.		
Street Address:	2981 W MCNAB ST		
City:	POMPANO BEACH		
State/Country:	FLORIDA		
Postal Code:	33069		
Entity Type:	Corporation: FLORIDA		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	5292425		
Registration Number:	5649604		
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:	954-351-7474		
Email:	trademark@500law.com		
Correspondent Name:	500law		
Address Line 1:	Museum Plaza, Suite 100		
Address Line 2:	200 South Andrews Avenue		
Address Line 4:	Fort Lauderdale, FLORIDA 33301		
NAME OF SUBMITTER:	Michael Santucci		
SIGNATURE:	/mis/		
DATE SIGNED:	08/28/2023		
Total Attachments: 5			
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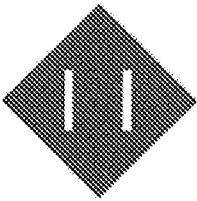
**NUNC PRO TUNC ASSIGNMENT
OF
INTELLECTUAL PROPERTY RIGHTS
AND
BILL OF SALE**

THIS AGREEMENT TO ASSIGN TRADEMARK RIGHTS, ALL OTHER INTELLECTUAL PROPERTY RIGHTS, RELATED GOOD WILL AND BILL OF SALE (this "Agreement") is entered into as of the _____ day of August 2023 by and between **BACKPACKS.COM, INC.** ("ASSIGNOR") and **GROUP III INTERNATIONAL, INC.** ("ASSIGNEE").

RECITALS

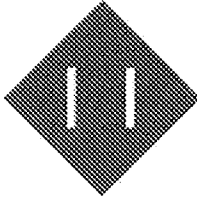
WHEREAS, ASSIGNOR was a for-profit corporation organized under the laws of the State of Florida with a principal address at 2775 NW 63rd Court Fort Lauderdale, Florida 33309;

WHEREAS, ASSIGNOR is currently the record owner of all federal, common-law and state rights pertaining to the following Composite Registered U.S. Trademarks (the "Mark(s)");



U.S. Trademark Registration 5292425 Registered: September 19, 2017

Goods and Services IC 035. US 100 101 102. G & S: Computerized on-line ordering services in the field of a wide variety of backpacks, luggage, travel bags and accessories; On-line retail store services featuring leather, imitation leather, handbags, luggage and backpacks; On-line retail store services featuring backpacks, luggage, duffel bags, handbags, tote bags and other accessories and general consumer goods; Retail store services featuring a wide variety of backpacks, luggage, bags, accessories and general consumer goods. FIRST USE: 20170301. FIRST USE IN COMMERCE: 20170301
IC 041. US 100 101 107. G & S: Entertainment services, namely, providing a web site featuring photographic, video and prose presentations featuring and explaining the uses of luggage, bags, purses, handbags, carrying cases for electronics, backpacks and accessories for luggage. FIRST USE: 20170301. FIRST USE IN COMMERCE: 20170301



U.S. Trademark Registration 5649604 Registered: January 8, 2019

Goods and Services IC 009. US 021 023 026 036 038. G & S: Backpacks especially adapted for holding laptops and notebook computers; Carrying cases specially adapted for electronic equipment, namely, laptops, tablet computers and mobile phones; sleeves for laptops, tablet computers and notebook computers. FIRST USE: 20160716. FIRST USE IN COMMERCE: 20181009

IC 018. US 001 002 003 022 041. G & S: Backpacks; Briefcases; Duffle bags; Handbags; Luggage; Toiletry bags sold empty; Tote bags. FIRST USE: 20160716. FIRST USE IN COMMERCE: 20181009

WHEREAS, ASSIGNOR and ASSIGNEE entered into a Transfer Agreement dated September 1, 2020 whereby ASSIGNOR transferred to ASSIGNEE all of its ownership rights, title and interests in and to the federal, common-law and state rights pertaining to the Marks, and federal trademark registrations numbers 5649604 and 5292425, as well as any and all related or otherwise associated copyrights, patents, trade dress, logos, designs or other “Intellectual Property Rights” and/or “IPR” as may otherwise be specifically identified and described or otherwise known between the parties whether now or at any time in the future, including without limitation all related goodwill and contract rights (hereinafter referred to as the “Intellectual Property Rights” and/or the “IPR”), all of which Intellectual Property Rights without exception, other than as may be specifically described herein, are included within those assets transferred and otherwise governed by the terms and condition of this Assignment and Bill of Sale (the “September 2020 Transfer of Rights”);

WHEREAS, the IPR, and all associated goodwill has, at all times, been under the exclusive control and ownership of a common source, and consumers perceive all goods and services sold in connection with the IPR as emanating from a common source;

WHEREAS, for the sum of \$10.00 (ten dollars) and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, ASSIGNEE acknowledges receipt of such Intellectual Property Rights Nunc Pro Tunc effective as of September 1, 2020 throughout the World together with all derivations thereof and the right (but not the obligation) to assert such rights to collect for all past present and future infringements and claims for damages and the proceeds thereof, including without limitation, license royalties and proceeds of infringement suits and all rights corresponding thereto throughout the world by reason of any past and future acts of infringement that have occurred or may occur;

NOW, THEREFORE, the parties wish to enter into this Agreement to further record and register the September 2020 Transfer of Rights and the following General Terms and Conditions of that Agreement and Bill of Sale.

GENERAL TERMS AND CONDITIONS

1. ASSIGNOR will defend, indemnify, and hold harmless ASSIGNEE, and ASSIGNEE's officers, directors, shareholders, successors, and assigns, from and against all losses, liabilities, and costs including, without limitation, reasonable attorneys' fees, expenses, penalties, judgments, claims and demands of every kind and character that ASSIGNEE, its officers, directors, shareholders, successors, and assigns (the "Indemnified Parties") may incur, suffer, or be required to pay arising out of, based upon, or by reason of: the breach by ASSIGNOR of any of the representations or warranties made by ASSIGNOR under this Agreement; ASSIGNOR's use of the IPR prior to the date of this Agreement; or ASSIGNOR's failure to perform its obligations under this Agreement. The Indemnified Parties must give reasonably timely notice of any claims

or threatened claims that Indemnified Parties believe trigger ASSIGNOR's duties under this section upon receipt of a threat or actual assertion of any claims covered by this section.

2. This Agreement sets out the entire understanding of the parties related to the subject matter hereof and supersedes all and any other agreements, representations, promises and negotiations, whether written or oral.

3. This Agreement has been duly executed by the parties as of the date set forth above and shall be effective immediately.

4. This Agreement shall be binding on and inure to the benefit of the parties, their successors, assigns and personal representatives.

5. This Agreement shall act as the assignment and bill of sale for the conveyance described herein without the need for further documentation.

6. This Agreement shall not be modified except by a writing signed by all the parties to this Agreement.

7. The construction, validity and performance of this Agreement shall be governed by the law of the State of Florida.

8. All disputes arising out of or affecting this Agreement shall be subject solely to a Broward County, Florida court of competent jurisdiction.

IN WITNESS WHEREOF, the persons signing on behalf of the parties to this Agreement have been duly authorized to execute this document.

Signature Page To Follow

BACKPACKS.COM, INC.
(ASSIGNOR)

BY: [Signature]
Signature

JOHN PULICHINO, PRESIDENT
Printed Name and Title

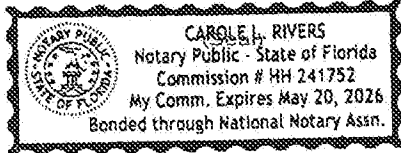
State of Florida
County of Duval

On AUGUST 25, 2020 before me, Carole Rivers
(name and title of officer), personally appeared John Pulichino, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that she/he/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of Florida that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: [Signature]
Print Name Carole L. Rivers



GROUP III INTERNATIONAL, INC.
(ASSIGNEE)

BY: [Signature]
Signature

JOHN PULICHINO, EXECUTIVE CHAIRMAN
Printed Name and Title

State of Florida
County of Duval

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WITNESS my hand and official seal.

Signature: [Signature]
Print Name Carole L. Rivers

