

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

Assignment ID: TMI157374

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
RAINMEN USA INCORPORATED		04/08/2024	Corporation: NEW YORK
RECEIVING PARTY DATA			
Company Name:	SIGN-ZONE, LLC		
Street Address:	6850 Shingle Creek Parkway		
City:	Brooklyn Center		
State/Country:	MINNESOTA		
Postal Code:	55430		
Entity Type:	Limited Liability Company: MINNESOTA		
PROPERTY NUMBERS Total: 7			
Property Type	Number	Word Mark	
Serial Number:	86187993	AAA INNOVATIONS	
Serial Number:	98384072	JINGLEBRELLA	
Serial Number:	88431852	RAIN ALERTZ	
Serial Number:	88431829	RAIN ALERTZ	
Serial Number:	87954185	PHONEBRELLA	
Serial Number:	90768687	SASQUATCH	
Serial Number:	97600282	KING KONG	
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:	8584583000		
Email:	aprilwhite@paulhastings.com		
Correspondent Name:	April White		
Address Line 1:	4655 Executive Dr., Suite 350		
Address Line 4:	San Diego, CALIFORNIA 92121		
ATTORNEY DOCKET NUMBER:	96290.00007		
NAME OF SUBMITTER:	April White		
SIGNATURE:	April White		

CH \$190.00.00 86187993

DATE SIGNED:	04/10/2024
---------------------	------------

Total Attachments: 6

- source=AAA - IP Assignment (Executed)(176880022.1)#page1.tif
- source=AAA - IP Assignment (Executed)(176880022.1)#page2.tif
- source=AAA - IP Assignment (Executed)(176880022.1)#page3.tif
- source=AAA - IP Assignment (Executed)(176880022.1)#page4.tif
- source=AAA - IP Assignment (Executed)(176880022.1)#page5.tif
- source=AAA - IP Assignment (Executed)(176880022.1)#page6.tif

ASSIGNMENT OF INTELLECTUAL PROPERTY AGREEMENT

THIS ASSIGNMENT OF INTELLECTUAL PROPERTY AGREEMENT (this “**Assignment**”) is made as of April 8, 2024 (the “**Effective Date**”), by and between RAINMEN USA INCORPORATED, a New York corporation (“**Direct Seller**”), and SIGN-ZONE, LLC, a Minnesota limited liability company (“**Buyer**”). All capitalized terms used but not otherwise defined in this Assignment shall have the meanings ascribed thereto in the Purchase Agreement.

RECITALS

WHEREAS, Direct Seller and Buyer are parties to that certain Asset Purchase Agreement, dated as of the date hereof (the “**Purchase Agreement**”), pursuant to which Direct Seller has agreed to sell, assign, transfer, convey and deliver to Buyer, and Buyer has agreed to purchase and accept from Direct Seller, all of the Purchased Assets, including, without limitation, all Intellectual Property therein, (the “**Assigned IP**”); and

WHEREAS, Direct Seller was initially incorrectly identified as a Delaware corporation when filing US trademark registration no. 5,433,642; Direct Seller has always been a New York corporation and owner of this registration.

NOW, THEREFORE, in consideration of mutual covenants and agreements set forth below and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Direct Seller and Buyer agree as follows:

AGREEMENT

1. Assignment of Intellectual Property. Direct Seller hereby sells, transfers, conveys, assigns and delivers to Buyer, and Buyer accepts, all right, title and interest in and to all of the Assigned IP, including the patents, patent applications, trademark registrations, trademark applications, and Internet domain names set forth in the attached Schedule A (and all renewals and extensions of any such application, registration, and filing), together with the goodwill of the business symbolized thereby, and said right, title and interest include, without limitation, any and all causes of action heretofore accrued in Direct Seller’s favor for past, present or future infringement, misappropriation or other violation of the aforesaid rights and the right to collect damages and other rights or remedies heretofore accrued with respect thereto, to have and to hold the same unto Buyer absolutely.

2. Assistance. From time to time hereafter, and without further consideration, Direct Seller shall execute and deliver, or shall cause to be executed and delivered, such further instruments of conveyance and transfer as Buyer may reasonably request to effect, consummate, confirm or evidence the transfer to Buyer, its successors and assigns all of the Assigned IP in accordance with the foregoing as may be reasonably necessary to carry out of the intentions and purposes of this Assignment. Without limiting the foregoing, within three (3) business days from the Effective Date, Direct Seller will transfer (or accept a request to transfer) the Internet domain names to an account and/or registrar of Buyer’s choosing, unlock the Internet domain names and provide Buyer with all applicable AUTH CODES. Further, Direct Seller and its successors agree not to challenge the validity or completeness of the assignment of the Assigned IP to Buyer hereunder, nor to permit or assist any third party to do so. If Buyer or its successor or assignee is

unable, after reasonable effort and notice to Direct Seller, to obtain a signature of Direct Seller on a document reasonably necessary to perfect the transfer or assignment of the Assigned IP, Direct Seller hereby irrevocably designates and appoints Buyer and its duly authorized officers and agents, as Direct Seller's agents and attorneys-in-fact to act for and on Direct Seller's behalf and instead of Direct Seller, to execute and file any such document and to do all other lawfully permitted acts to further the purposes of this Assignment with the same legal force and effect as if executed by Direct Seller.

3. Recordation. Direct Seller authorizes the Commissioner of Patents and Trademarks of the U.S. Patent and Trademark Office, and the empowered officials of all other governments, and the diverse registrars, commissioners and other official authorities in the various affected jurisdictions to record Buyer as the owner of the Assigned IP and to issue to Buyer, in lieu of Direct Seller, in accordance with this instrument, all future registrations, certificates, notices and any other communications and documents bearing on the Assigned IP.

4. Purchase Agreement. This Assignment and the Purchase Agreement contain the entire agreement among the parties hereto with respect to their subject matter and supersede all prior and contemporaneous agreements, understandings and negotiations, both written and oral, among the parties hereto with respect to such subject matter hereof. In the event of a conflict between the terms and conditions of this Assignment and the terms and conditions of the Purchase Agreement, the terms and conditions of the Purchase Agreement shall govern, supersede and prevail.

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

6. Counterparts. This Assignment may be executed in counterparts, each of which shall be deemed an original but all of which together shall be deemed one and the same instrument. A signed copy of this Assignment (or a signature page hereto) delivered by email, ".pdf" format, or other means of electronic transmission (including any electronic signature complying with the U.S. federal ESIGN Act of 2000, *e.g.*, www.docusign.com) shall be deemed to have the same legal effect as delivery of an original signed copy of this Assignment.

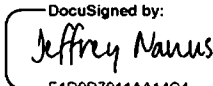
7. Miscellaneous. The provisions of Article 9 of the Purchase Agreement are incorporated by reference herein, *mutatis mutandis*.

[Signature page follows]

IN WITNESS WHEREOF, the parties hereto have executed this Assignment of Intellectual Property Agreement as of the date first above written.

DIRECT SELLER:

RAINMEN USA INCORPORATED

By:  _____
Name: Jeffrey L. Nanus
Title: President

BUYER:

SIGN-ZONE, LLC

By: _____
Name: John Bruellman
Title: President

IN WITNESS WHEREOF, the parties hereto have executed this Assignment of Intellectual Property Agreement as of the date first above written.

DIRECT SELLER:

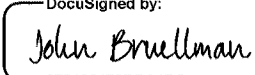
RAINMEN USA INCORPORATED

By: _____
Name: Jeffrey L. Nanus
Title: President

BUYER:

SIGN-ZONE, LLC

By: _____
Name: John Bruellman
Title: President

DocuSigned by:

072180472DDA4DC...

Schedule A

Patents

Title	App. No. / Filing Date	Pat. No. Issue Date
Systems and methods for providing event reminder alerts	14/593,177 Jan. 9, 2015	9,978,080 May 22, 2018
Table-Top Cooler	17/862,811 July 12, 2022	

Trademarks

Mark	Ser. No. / Filing Date	Reg. No. / Reg. Date
AAA INNOVATIONS	86187993 Feb. 07, 2014	5433642 Mar. 27, 2018
JINGLEBRELLA	98384072 Jan. 31, 2024	Pending
RAIN ALERTZ	88431852 May 15, 2019	6005640 Mar. 10, 2020
	88431829 May 15, 2019	6005639 Mar. 10, 2020
PHONEBRELLA	87954185 Jun. 08, 2018	5973710 Jan. 28, 2020
SASQUATCH	90768687 Jun. 11, 2021	6887538 Nov. 01, 2022
KING KONG	97600282 Sep. 21, 2022	Allowed

Internet Domain Names

aaainnovation.com
aaainnovations.biz
aaainnovations.co
aaainnovations.com
aaainnovations.info
aaapromogroup.com

aaapromotiongroup.com
aaapromotionsgroup.com
aaatailgating.com
aaaumb.com
aaaumbrella.biz
aaaumbrella.com
aaaumbrella.info
aaaumbrella.net
aaaumbrellas.com
bagtheplastic.biz
bagtheplastic.co
bagtheplastic.com
bagtheplastic.info
bagtheplastic.net
bagtheplastic.org
ecobrella.com
newyorkumbrella.com
notjsutumbrellas.com
notjustumbrellas.com
nyumbrella.com
nyumbrellas.com
peerlesspromogroup.com
peerlesspromotiongroup.com
peerlesstailgating.com
rainmenusa.com
satchelsnewyork.com
satchelsny.com
tailgatingcorner.com