

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM374853

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
AMERIGO RV CLUB, LLC		02/23/2016	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	GH OUTDOOR COMPANY LTD.		
Doing Business As:	GRASSHAVEN		
Street Address:	6997 Roaring Fork Trail		
City:	Boulder		
State/Country:	COLORADO		
Postal Code:	80301		
Entity Type:	LIMITED LIABILITY COMPANY: COLORADO		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4507411	AMERIGO RV CLUB	
CORRESPONDENCE DATA			
Fax Number:	8884083780		
<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:	7204777141		
Email:	ikuliasha@kkofirm.com		
Correspondent Name:	Ian Kuliasha		
Address Line 1:	2060 Broadway		
Address Line 2:	Suite 200		
Address Line 4:	Boulder, COLORADO 80302		
NAME OF SUBMITTER:	Dawn Bitz		
SIGNATURE:	/s/ Dawn Bitz		
DATE SIGNED:	02/29/2016		
Total Attachments: 5			
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TRADEMARK ASSIGNMENT AGREEMENT

This **TRADEMARK ASSIGNMENT AGREEMENT** (“**Trademark Assignment**”) is dated February 23, 2016, by **AMERIGO RV CLUB, LLC**, a Delaware limited liability company (the “**Seller**”), in favor of **GH OUTDOOR COMPANY LTD.**, a Colorado limited liability company (the “**Buyer**”), the purchaser of substantially all of the assets of Seller pursuant to an Asset Purchase Agreement between Buyer and Seller, dated February 23, 2016 (the “**Asset Purchase Agreement**”).

WHEREAS, under the terms of the Asset Purchase Agreement, Seller has sold and delivered to Buyer, among other assets, all of the Seller’s right, title and interest, direct or indirect, in and to certain intellectual property of Seller, and has agreed to execute and deliver this Trademark Assignment, for recordation with governmental authorities including, but not limited to, the US Patent and Trademark Office;

NOW THEREFORE, the parties agree as follows:

1. ASSIGNMENT. In consideration for the execution of the Asset Purchase Agreement, the payment of the consideration stipulated in the Asset Purchase Agreement and other good and valuable consideration, the receipt and sufficiency are hereby acknowledged, Seller hereby irrevocably conveys, transfers and assigns to Buyer, and Buyer hereby accepts, all of Seller’s right, title and interest in and to the following (the “**Assigned Trademarks**”), together with the goodwill of the business connected with the use of, and symbolized by, the Assigned Trademarks:

(a) the trademark registrations set forth on **Schedule 1** hereto and all issuances, extensions and renewals thereof;

(b) all rights of any kind whatsoever of Seller accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions and otherwise throughout the world;

(c) 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

(d) any and all claims and causes of action, with respect to any of the foregoing, whether accruing before, on and/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, 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. Seller authorizes the Commissioner for Trademarks and any other governmental officials to record and register this Trademark Assignment upon request by Buyer. Seller shall take such commercially reasonable steps and

actions following the date hereof, including the execution of any commercially reasonable documents, files, registrations, or other similar items, to ensure that the Assigned Trademarks are properly assigned to Buyer, or any assignee or successor thereto.

3. TERMS OF THE ASSET PURCHASE AGREEMENT. The terms of the Asset Purchase Agreement, including, but not limited to, the representations, warranties, covenants, agreements and indemnities relating to the Assigned Trademarks are incorporated herein by this reference. The parties hereto acknowledge and agree that the representations, warranties, covenants, agreements and indemnities contained in the Asset Purchase Agreement shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. 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.

4. COUNTERPARTS. This Trademark Assignment 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 Trademark Assignment 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 Trademark Assignment.

5. SUCCESSORS AND ASSIGNS. This Trademark 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 Trademark 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 Trademark 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 Colorado, without giving effect to any choice or conflict of law provision or rule (whether of the State of Colorado or any other jurisdiction).

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Seller has duly executed and delivered this TRADEMARK ASSIGNMENT as of the date first above written.

GH OUTDOOR COMPANY LTD.

By: 
Dawn Bitz
CEO

Address for Notices: Attn: Dawn Bitz

6997 Roaring Fork Trail

Boulder, Colorado 80301

AMERIGO RV CLUB, LLC

By: _____
Joe McAdams
Manager

Address for Notices: Attn: Joe McAdams

4039 Central Ave.

Hot Springs, AR 71913

IN WITNESS WHEREOF, Seller has duly executed and delivered this TRADEMARK ASSIGNMENT as of the date first above written.

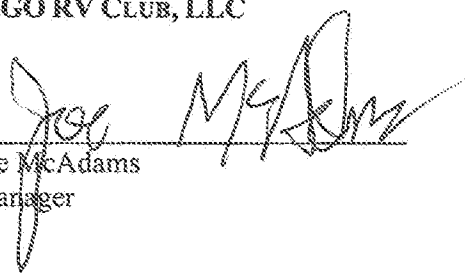
GH OUTDOOR COMPANY LTD.

Address for Notices: Attn: Dawn Bitz

By: _____
Dawn Bitz
CEO

6997 Roaring Fork Trail
Boulder, Colorado 80301

AMERIGO RV CLUB, LLC

By:  _____
Joe McAdams
Manager

Address for Notices: Attn: Joe McAdams

4039 Central Ave.
Hot Springs, AR 71913

SCHEDULE 1

1. USPTO Service Mark – Principal Register - Reg. No. 4,507,411

Registered April 1, 2014, Int. Cl.: 35

FOR: PROMOTING THE GOODS AND SERVICES OF OTHERS TO CLUB MEMBERS WITH DISCOUNTS AND VALUE OFFERS WITHIN THE RECREATIONAL VEHICLE AND CAMPING INDUSTRY, IN CLASS 35 (U.S. CLS. 100, 101 AND 102).

FIRST USE 1-4-2013; IN COMMERCE 11-28-2013.

THE MARK CONSISTS OF STANDARD CHARACTERS WITHOUT CLAIM TO ANY PARTICULAR FONT, STYLE, SIZE, OR COLOR.