

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM503711

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Gem State Manufacturing, Inc.		11/01/2018	Corporation: IDAHO
RECEIVING PARTY DATA			
Name:	Michael J. Lemrick		
Street Address:	10390 Seville Drive		
City:	Nampa		
State/Country:	IDAHO		
Postal Code:	83687		
Entity Type:	INDIVIDUAL: UNITED STATES		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	5112690	TRAILMAX	
CORRESPONDENCE DATA			
Fax Number:	2089545216		
<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:	208-388-4875		
Email:	bfrazier@hawleytroxell.com		
Correspondent Name:	Bradlee Frazer		
Address Line 1:	877 W. Main Street		
Address Line 2:	Suite 1000		
Address Line 4:	Boise, IDAHO 83702		
NAME OF SUBMITTER:	Bradlee Frazer		
SIGNATURE:	/Bradlee Frazer/		
DATE SIGNED:	12/28/2018		
Total Attachments: 3			
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OP \$40.00 5112690

TRADEMARK ASSIGNMENT AGREEMENT

THIS TRADEMARK ASSIGNMENT AGREEMENT ("Agreement") is made effective as of this 1st day of November, 2018 (the "Effective Date"), from GEM STATE MANUFACTURING, INC., an Idaho corporation, with a principal place of business at 3820 Skyway Street, Caldwell, ID 83605 ("ASSIGNOR"), to MIKE LEMRICK, an individual, with a principal address of 10390 Seville Drive, Nampa, ID 83687 (mailing address: P.O. Box 1061, Caldwell, ID 83606) ("ASSIGNEE").

WHEREAS, ASSIGNOR is the owner of the trademark described in Exhibit A (the "MARK"), attached hereto and incorporated by reference herein, together with the goodwill of the business symbolized thereby; and

WHEREAS, ASSIGNOR desires to convey, transfer, assign, deliver, and contribute to ASSIGNEE all of its right, title, and interest in and to the MARK and the goodwill represented thereby.

NOW, THEREFORE, in consideration of one dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, ASSIGNOR hereby conveys, transfers, assigns, delivers, and contributes to ASSIGNEE, and ASSIGNEE hereby accepts, all of ASSIGNOR'S right, title, and interest of whatever kind in and to the MARK together with (1) the goodwill of the business symbolized thereby; (2) all income, royalties, and damages hereafter due or payable to ASSIGNOR with respect to the MARK, including without limitation, damages and payments for past or future infringements and misappropriations of the MARK; (3) all rights to sue for past, present, and future infringements or misappropriations of the MARK; and (4) the right to apply for and prosecute trademark registrations within or outside the United States based in whole or in part upon the MARK, and any priority right that may arise from the MARK.

ASSIGNOR further covenants that it will execute all documents, papers, forms, and authorizations and take all other actions that may be necessary for securing, completing, or vesting in ASSIGNEE full right, title, and interest in the MARK.

This Trademark Assignment Agreement may be executed by the parties hereto in separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts taken together shall constitute one and the same instrument. Each counterpart may be delivered by facsimile transmission, which transmission shall be deemed delivery of an originally executed document. In any dispute arising out of this Agreement, the parties hereby consents to the jurisdiction of and exclusive venue within the state or federal courts located in the state of Idaho.

IN WITNESS WHEREOF, the parties have duly executed under seal and delivered this Agreement, as of the Effective Date.

[remainder of page intentionally left blank]

GEM STATE MANUFACTURING, INC.

By: *Mike J. Lemrick*

Printed Name: Mike J. Lemrick

Its: Owner and President

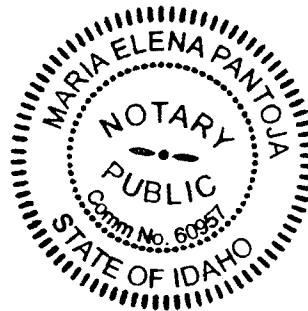
STATE OF IDAHO)

COUNTY OF CANYON)

On this 1st day of November, 2018, before me, Maria Elena Pantoja, a Notary Public for the State of Idaho, personally appeared MIKE J. LEMRICK, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Maria Elena Pantoja
Signature of Notary Public
My Commission Expires: 11/28/2024



MIKE J. LEMRICK

By: *Mike J. Lemrick*

Printed Name: Mike J. Lemrick

STATE OF IDAHO)

COUNTY OF CANYON)

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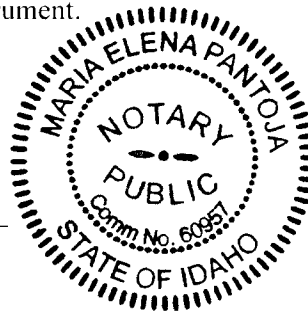


EXHIBIT A

ASSIGNED TRADEMARK REGISTRATION

1. U.S. Patent and Trademark Office Serial No. 86959842; Registration No. 5112690:

The logo for TRAILMAX is displayed in a bold, italicized, sans-serif font. The word "TRAIL" is in all caps, and "MAX" is also in all caps but with a stylized, slanted 'X'. A thick horizontal bar is positioned above the letters "TRAIL".