

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
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ETAS ID: TM509439

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Cross Path Capital LLC		02/08/2019	Limited Liability Company:
RECEIVING PARTY DATA			
Name:	Reindent Ltd		
Street Address:	42 Arch Makariou III, Harbour View 403		
City:	Larnaca		
State/Country:	CYPRUS		
Postal Code:	6017		
Entity Type:	Corporation: CYPRUS		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	87370685	ROOTLESS	
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>			
Email:	jack@crosspathcap.com		
Correspondent Name:	Jack Fallon		
Address Line 1:	131 46th St		
Address Line 2:	Unit A		
Address Line 4:	Newport Beach, CALIFORNIA 92663		
NAME OF SUBMITTER:	Jack Fallon		
SIGNATURE:	/jfl/		
DATE SIGNED:	02/09/2019		
Total Attachments: 3			
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OP \$40.00 87370685



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Rootless

Word Mark ROOTLESS

Goods and Services IC 018. US 001 002 003 022 041. G & S: All-purpose carrying bags; Backpacks. FIRST USE: 20170101. FIRST USE IN COMMERCE: 20170101

Standard Characters Claimed

Mark Drawing Code (4) STANDARD CHARACTER MARK

Serial Number 87370685

Filing Date March 14, 2017

Current Basis 1A

Original Filing Basis 1A

Published for Opposition June 20, 2017

Registration Number 5281399

Registration Date September 5, 2017

Owner (REGISTRANT) Cross Path Capital LLC LIMITED LIABILITY COMPANY CALIFORNIA Unit A 131 46th St Newport Beach CALIFORNIA 92663

Type of Mark TRADEMARK

Register PRINCIPAL

Live/Dead Indicator LIVE

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IP ASSIGNMENT AGREEMENT

THIS IP ASSIGNMENT AGREEMENT is entered into on February 8th, 2019 (the "Effective Date") by and between **Cross Path Capital LLC**, a limited liability company organized under the laws of the state of California owned by Mr. Jack Fallon (the "Assignor") and **Reindent Ltd.**, a company organized under the laws of Cyprus managed and represented by Diego Araos (the "Assignee").

WHEREAS Assignor and Assignee are parties to an asset purchase agreement dated February 1st, 2019 (the "Purchase Agreement"), pursuant to which Assignor has agreed to, among other things, assign to Assignee all of Assignor's right, title and interest in and to certain designs, technology, trademarks, and logos used in connection with Cross Path Capital's Rootless business (the "Intellectual Property").

NOW, THEREFORE in consideration of the foregoing and the mutual agreements contained herein (the receipt and adequacy of which are acknowledged), the parties agree as follows: Without limiting the generality of the terms of the Purchase Agreement, the Assignor hereby sells, conveys, transfers, assigns and delivers to Assignee all of Assignor's right, title and interest of any nature whatsoever in and to the Intellectual Property, including all common law rights, any and all goodwill attaching to the Intellectual Property, and any rights of recovery, rights of recoupment and rights of setoff of any kind relating to the Intellectual Property, and the Assignee hereby agrees to assume all liabilities and obligations of the Assignor arising out or related to the Intellectual Property.

Without limiting the generality of the terms of the Purchase Agreement, the Assignor hereby irrevocably waives all of Assignor's non-assignable rights, including but not limited to any moral rights, in any copyright works that form part of the Intellectual Property.

The Assignor covenants with Assignee that Assignor will, from time to time, and without further compensation, make, do and execute or cause to be made, done and executed all such further acts, deeds, assurances or things as may reasonably be required by Assignee for completely carrying out this agreement or for the purpose of registration or otherwise.

This agreement shall enure to the benefit of Assignee, its successors and assigns.

This agreement is subject to the terms and conditions of the Purchase Agreement. In the event of any conflict or inconsistency between the provisions of this agreement and the provisions of the Purchase Agreement, the provisions of the Purchase Agreement will prevail. This agreement does not create, and will not be interpreted as creating, any rights or obligations of the parties other than those set forth in the Purchase Agreement, nor does it derogate from, or will it be interpreted as derogating from, any rights or obligations of the parties under the Purchase Agreement, it being understood that this agreement is solely to confirm the transfers set forth in the Purchase Agreement and, if necessary, to provide evidence of such transfers to third parties.

This instrument shall be governed by, construed and enforced in accordance with the laws of the state of California and the laws of the United States applicable therein without giving effect to the principles of conflict of laws thereof. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together will constitute one and the same

instrument. Transmission of an executed signature page by facsimile, email or other electronic means is as effective as a manually executed counterpart of this agreement.

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

Signature:

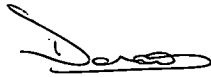
A handwritten signature in black ink, appearing to read "J Fallon", written in a cursive style.

Cross Path Capital LLC

Name: Jack Fallon

Title: CEO

Signature:

A handwritten signature in black ink, appearing to read "Diego Araos", written in a cursive style.

Reindent Ltd.

Name: Diego Araos

Title: Owner