

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM514633

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Reindent Ltd		03/15/2019	Corporation: CYPRUS
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Rootless Outdoors LLC		
<b>Street Address:</b>	1840 Enterprise Drive		
<b>City:</b>	Rochester Hills		
<b>State/Country:</b>	MICHIGAN		
<b>Postal Code:</b>	48309		
<b>Entity Type:</b>	Limited Liability Company: MICHIGAN		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	87370685	ROOTLESS	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<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>			
<b>Email:</b>	rootlessoutdoors@gmail.com		
<b>Correspondent Name:</b>	Rootless Outdoors LLC		
<b>Address Line 1:</b>	1840 Enterprise Drive		
<b>Address Line 4:</b>	Rochester Hills, MICHIGAN 48309		
<b>NAME OF SUBMITTER:</b>	DIEGO ARAOS		
<b>SIGNATURE:</b>	/DA/		
<b>DATE SIGNED:</b>	03/16/2019		
<b>Total Attachments: 6</b>			
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OP \$40.00 87370685

## TRADEMARK ASSIGNMENT AGREEMENT

This Trademark Assignment Agreement (this "Assignment"), dated as of  
March 15<sup>th</sup>, 2019

(the "Effective Date"), is made by  
Reindent Ltd.

\_\_\_\_\_  
("Assignor") located at  
42 Arch Makariou III, Harbour View 403, 6017 Larnaca

\_\_\_\_\_  
and Rootless Outdoors LLC

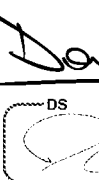
\_\_\_\_\_  
corporation ("Assignee"), located at  
1840 Enterprise Drive, Rochester Hills, MI 48309  
\_\_\_\_\_.

WHEREAS, Assignee is the purchaser of all of the assets of Assignor pursuant to that certain Asset Purchase Agreement dated as of even date herewith (the "Purchase Agreement");

WHEREAS, Assignor own all of the rights, title and interest in and to the Assigned Trademark with the goodwill of the business connected with the use of, and symbolized by, the Trademark (as defined herein), and, pursuant to the Purchase Agreement, have agreed to execute and deliver this Assignment, for recording with the United States Patent and Trademark Office and corresponding entities or agencies in any applicable jurisdiction (collectively, the "Agencies").

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Assignment. Assignor hereby irrevocably conveys, transfers and assigns to Assignee, and Assignee hereby accepts from Assignor, all of Assignor's right, title and interest in and to the following:
  - a. a trademark registration including, without limitation, those set forth on Schedule 1, attached hereto, and all issuances, extensions, and renewals thereof (collectively, the "Trademark"), together with the goodwill of the business connected with the use of, and symbolized by, the Trademark;
  - b. all rights of any kind whatsoever of Assignor 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 or after the Effective Date, 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. Assignor hereby authorizes the United States Patent and Trademark Office and the officials of other Agencies to record and register this Assignment upon request by Assignee. Following the Effective Date, upon Assignee's reasonable request, Assignor shall take such steps and actions, and provide such cooperation and assistance to Assignee and its successors, assigns and legal representatives, including the execution and delivery of any affidavits, declarations, oaths, exhibits,



assignments, powers of attorney, or other documents, as may be reasonably necessary to effect, evidence or perfect the assignment of the Assigned Trademark to Assignee, or any assignee or successor thereto.

3. Terms of the Purchase Agreement. The parties hereto acknowledge and agree that this Assignment is entered into pursuant to the Purchase Agreement, to which reference is made for a further statement of the rights and obligations of Assignor, and Assignee (as applicable) with respect to the Assigned Trademark. The representations, warranties, covenants, agreements and indemnities contained in the 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 Purchase Agreement and the terms of this Assignment, the terms of the Purchase Agreement shall govern and control.

4. 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 agreement. A signed copy of this 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 Assignment.

5. Successors and Assigns. This 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 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 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 California, without giving effect to any choice or conflict of law provision or rule (whether of the State of California or any other jurisdiction).

IN WITNESS WHEREOF, the undersigned have duly executed and delivered this Assignment as of the Effective Date.

**ASSIGNOR:** Reindent Ltd.  
Managing Director


By: 

**ASSIGNEE:** Rootless Outdoors LLC  
Managing Member

By:   
BDFC78157503461...

Schedule I

Mark : ROOTLESS

Mark:	ROOTLESS		
	<b>Rootless</b>		
US Serial Number:	87370685	Application Filing Date:	Mar. 14, 2017
US Registration Number:	5281399	Registration Date:	Sep. 05, 2017
Filed as TEAS Plus:	Yes	Currently TEAS Plus:	Yes
Register:	Principal		
Mark Type:	Trademark		
TMS Common Status Description:		LIVE/REGISTRATION/Issued and Active	The trademark application has been registered with the Office.
Status:	Registered. The registration date is used to determine when post-registration maintenance documents are due.		
Status Date:	Sep. 05, 2017		
Publication Date:	Jun. 20, 2017		

# 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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Mark: ROOTLESS

# Rootless

US Serial Number: 87370685

Application Filing Date: Mar. 14, 2017

US Registration Number: 5281999

Registration Date: Sep. 05, 2017

Filed as TEAS Plus: Yes

Currently TEAS Plus: Yes

Register: Principal

Mark Type: Trademark

TMS Common Status Descriptor:



LIVE/REGISTRATION/Issued and Active

The trademark application has been registered with the Office.

Status: Registered. The registration date is used to determine when post-registration maintenance documents are due.

Status Date: Sep. 05, 2017

Publication Date: Jun. 20, 2017

## Mark Information

Mark Literal Elements: ROOTLESS

Standard Character Claim: Yes. The mark consists of standard characters without claim to any particular font style, size, or color.

Mark Drawing Type: 4 - STANDARD CHARACTER MARK

## Goods and Services

Note: The following symbols indicate that the registrant/owner has amended the goods/services:

- Brackets [ ] indicate deleted goods/services;
- Double parentheses ( ( ) ) identify any goods/services not claimed in a Section 15 affidavit of incontestability; and
- Asterisks \* \* identify additional (new) wording in the goods/services

For: All-purpose carrying bags; Backpacks

International Class(es): 018 - Primary Class

U.S Class(es): 001, 002, 003, 022, 041

Class Status: ACTIVE

Basis: 1(a)

First Use: Jan. 01, 2017

Use in Commerce: Jan. 01, 2017

## Basis Information (Case Level)

Filed Use: Yes

Currently Use: Yes

Filed ITU: No

Currently ITU: No

Filed 44D: No

Currently 44E: No

Filed 44E: No

Currently 66A: No

Filed 66A: No

Currently No Basis: No

Filed No Basis: No

## Current Owner(s) Information

TRADEMARK  
REEL: 006592 FRAME: 0994

Owner Name: REINDENT LTD  
Owner Address: 42 ARCH MAKARIOU III, HARBOUR VIEW 403  
LARNACA CYPRUS 6017  
Legal Entity Type: CORPORATION

State or Country CYPRUS  
Where Organized:

## Attorney/Correspondence Information

Attorney of Record - None  
Correspondent

Correspondent Name/Address: CROSS PATH CAPITAL LLC  
131 46TH ST  
UNIT A  
NEWPORT BEACH, CALIFORNIA UNITED STATES 92663

Correspondent e-mail: [jack@crosspathcap.com](mailto:jack@crosspathcap.com)

Correspondent e-mail Authorized: Yes

Domestic Representative - Not Found

## Prosecution History

Date	Description	Proceeding Number
Feb. 20, 2019	AUTOMATIC UPDATE OF ASSIGNMENT OF OWNERSHIP	
Sep. 05, 2017	REGISTERED-PRINCIPAL REGISTER	
Jun. 20, 2017	OFFICIAL GAZETTE PUBLICATION CONFIRMATION E-MAILED	
Jun. 20, 2017	PUBLISHED FOR OPPOSITION	
May 31, 2017	NOTIFICATION OF NOTICE OF PUBLICATION E-MAILED	
May 10, 2017	APPROVED FOR PUB - PRINCIPAL REGISTER	
May 10, 2017	ASSIGNED TO EXAMINER	78179
Mar. 20, 2017	NEW APPLICATION OFFICE SUPPLIED DATA ENTERED IN TRAM	
Mar. 17, 2017	NEW APPLICATION ENTERED IN TRAM	

## TM Staff and Location Information

TM Staff Information - None  
File Location

Current Location: PUBLICATION AND ISSUE SECTION

Date in Location: Sep. 05, 2017

## Assignment Abstract Of Title Information

### Summary

Total Assignments: 1

Registrant: Cross Path Capital LLC

### Assignment 1 of 1

Conveyance: ASSIGNS THE ENTIRE INTEREST

Reel/Frame: [8569/0225](#)

Pages: 4

Date Recorded: Feb. 09, 2019

Supporting Documents: [assignment-tm-6569-0225.pdf](#)

### Assignor

Name: [CROSS PATH CAPITAL LLC](#)

Execution Date: Feb. 08, 2019

Legal Entity Type: LIMITED LIABILITY COMPANY

State or Country No Place Where Organized Found  
Where Organized:

### Assignee

Name: [REINDENT LTD](#)

Legal Entity Type: CORPORATION

State or Country CYPRUS  
Where Organized:

Address: 42 ARCH MAKARIOU III, HARBOUR VIEW 403  
LARNACA, CYPRUS 6017

Correspondent

TRADEMARK  
REEL: 006592 FRAME: 0995

Correspondent JACK FALLON  
Name:

Correspondent 131 46TH ST  
Address: UNIT A  
NEWPORT BEACH, CA 92663

Domestic Representative - Not Found