

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM547413

| | | | |
|---|--|-----------------------|---------------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| Michael J. Lemrick | | 10/30/2019 | INDIVIDUAL: UNITED STATES |
| RECEIVING PARTY DATA | | | |
| Name: | Gem State Manufacturing, Inc. | | |
| Street Address: | P.O. Box 987 | | |
| City: | Caldwell | | |
| State/Country: | IDAHO | | |
| Postal Code: | 83606 | | |
| Entity Type: | Corporation: IDAHO | | |
| PROPERTY NUMBERS Total: 1 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 5112690 | TRAILMAX | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | 5037962900 | | |
| <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: | 503-222-9981 | | |
| Email: | trademarks@schwabe.com | | |
| Correspondent Name: | Allison Pentheny | | |
| Address Line 1: | 1211 SW Fifth Avenue, Suite 1900 | | |
| Address Line 4: | Portland, OREGON 97204 | | |
| ATTORNEY DOCKET NUMBER: | 125392239762 | | |
| NAME OF SUBMITTER: | Allison Pentheny | | |
| SIGNATURE: | /Allison Pentheny/ | | |
| DATE SIGNED: | 10/31/2019 | | |
| Total Attachments: 3 | | | |
| source=Signed TM Assignment from Lemrick to Gem State - TRAILMAX US Reg No 5112690#page1.tif | | | |
| source=Signed TM Assignment from Lemrick to Gem State - TRAILMAX US Reg No 5112690#page2.tif | | | |
| source=Signed TM Assignment from Lemrick to Gem State - TRAILMAX US Reg No 5112690#page3.tif | | | |

CH \$40.00 5112690

TRADEMARK ASSIGNMENT AGREEMENT

This TRADEMARK ASSIGNMENT AGREEMENT ("**Trademark Assignment**"), dated as of October 20, 2019, is made by Michael J. Lemrick ("**Assignor**"), an individual residing at 10390 Seville Drive, Nampa, Idaho 83687, in favor of Gem State Manufacturing, Inc. ("**Assignee**"), an Idaho corporation with an address of P.O. Box 987, Caldwell, Idaho 83606.

Assignor agrees as follows:

1. Assignment. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby irrevocably conveys, transfers, and assigns to Assignee all of Assignor's right, title, and interest in and to the following:

- (a) the trademark registrations set forth on Schedule 1 hereto and all issuances, extensions, and renewals thereof (the "**Assigned Trademarks**"), together with the goodwill of the business connected with the use of, and symbolized by, the Assigned Trademarks;
- (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 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. Assignor hereby authorizes the Commissioner for Trademarks in the United States Patent and Trademark Office to record and register this Trademark Assignment upon request by Assignee. Following the date hereof, 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 necessary to effect, evidence, or perfect the assignment of the Assigned Trademarks to Assignee, or any assignee or successor thereto.

3. 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 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.

4. 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.

5. 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 Idaho, without giving effect to any choice or conflict of law provision or rule (whether of the State of Idaho or any other jurisdiction).

IN WITNESS WHEREOF, Assignor has duly executed and delivered this Trademark Assignment as of the date first written above.

ASSIGNOR:

By: 

Name: Michael J. Lemrick

Address for Notices: 10390 Seville Drive
Nampa, Idaho 83687

SCHEDULE 1

Assigned Trademarks

Trademark Registrations

| Mark | Jurisdiction | Registration Number | Registration Date |
|-------------|---------------------|----------------------------|--------------------------|
| TRAILMAX | U.S.A. | 5112690 | January 3, 2017 |