

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM593780

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Scott Oshry		06/19/2020	INDIVIDUAL:
RECEIVING PARTY DATA			
Name:	The Run Travel Inc.		
Doing Business As:	Cannonball Run		
Street Address:	2388 EDGEHILL ROAD		
City:	Vista		
State/Country:	CALIFORNIA		
Postal Code:	92804		
Entity Type:	Corporation: NEVADA		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	5377887	CANNONBALL RUN	
Registration Number:	4875437	CANNONBALL RUN	
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>			
Phone:	9492451004		
Email:	aaron@amckownpa.com		
Correspondent Name:	Aaron M McKown		
Address Line 1:	4340 Von Karman Ave.		
Address Line 2:	Suite 140		
Address Line 4:	Newport Beach, CALIFORNIA 92660		
NAME OF SUBMITTER:	Scott Oshry		
SIGNATURE:	/Scott Oshry/		
DATE SIGNED:	08/24/2020		
Total Attachments: 3			
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OP \$65.00 5377887

ASSIGNMENT AGREEMENT

This assignment agreement (this "Assignment Agreement") is entered into as of June 19, 2020, by and between Stephen Goldfield, Scott Oshry, Zachary Dugger, and Jovian Yoh (collectively, the "Assignors"), and The Run Travel, Inc., a Nevada corporation (the "Assignee"). The Assignors and the Assignee are collectively referred to herein as "Parties".

WHEREAS, the Assignors have agreed to transfer and assign to Assignee any intellectual property, including without limitation federally registered trademarks, claims to unregistered trademarks used by TRT, social media accounts, websites, emails, photographs, trade secrets, customer lists, and other intangible property, including all goodwill associated therewith, that was and is in their name, was or is under their control, and/or was or is in their exclusive possession that related to CANNONBALL RUN and/or Assignee (collectively, the "Intellectual Property");

WHEREAS, pursuant to a unanimous vote of Assignee's shareholders on May 15, 2020, Assignee accepts the assignment and transfer of such rights interests, and obligations of, in, and to the Intellectual Property;

NOW, THEREFORE, the Parties hereto, intending to be legally bound, and based on the Recitals, terms, and conditions set forth herein, do hereby agree as follows:

1. Assignment and Assumption. The Assignors hereby transfer and assign to the Assignee, and the Assignee hereby acquires from the Assignors all of the Assignors' rights and interests in and to the Intellectual Property, of whatever kind or nature, including all goodwill of the business associated therewith, and the Assignee hereby assumes and accepts all rights of the Assignors related to the Intellectual Property, of whatever kind or nature. The Company hereby further assumes all obligations, duties, liabilities, and commitments with respect to the Intellectual Property including without limitation the costs to maintain, keep, police, and protect the Intellectual Property. There are no known liabilities, claims, or challenges with respect to the Intellectual Property that have not been disclosed to the Company and its shareholders.

2. Effectiveness. This Assignment Agreement shall be effective as of the date set first set forth above.

3. Governing Law; Binding Effect. This Assignment Agreement shall be governed by and construed in accordance with federal laws relating to trademarks, and the laws of the State of California applicable to contracts made and performed in such state without giving effect to the choice of law principles of such state that would require or permit the application of the laws of another jurisdiction.

4. Advice of Counsel. Each of the Parties has had the opportunity to seek the advice of counsel concerning the terms of this Agreement. The Parties hereto warrant and acknowledge that prior to execution of this Agreement they apprised themselves of sufficient relevant information in order that they might intelligently exercise their own judgment in deciding whether to execute this Agreement. The Parties warrant and acknowledge that their decisions were not based on, influenced by, or induced by any declaration or representation whatsoever of the other Party, or the employees, agents, representatives and attorneys of the other Party, and that this Agreement was not executed in reliance on any such declaration or representation. The Parties further warrant and acknowledge that they executed this Agreement with the consent and advice of their respective legal counsel or that they have voluntarily chosen not to so consult with legal counsel.

5. Cooperation. Within five (5) business days after execution of this Agreement by all of the Parties, the Parties each agree to take any and all actions necessary, including the execution of any ancillary documents or other required assignments, and to cooperate with each other without limitation, to ensure that the Intellectual Property is assigned to Assignee as contemplated by this Assignment Agreement. For example, Oshry shall submit the assignment of the federally registered trademarks through the USPTO's *Electronic Trademark Assignment System* ("ETAS"). In the event Oshry has not provided proof that he has timely completed the assignment process through the ETAS, Oshry hereby expressly designates and assigns the Assignee the right to complete the assignment

Assignee or, if such an assignment is not possible, then he shall provide all administrative usernames and passwords to the Assignee sufficient to allow Assignee to take control over each account. In the event Goldfield has not provided proof that he has timely completed the assignment of the Intellectual Property in his name, Goldfield hereby expressly designates and assigns the Assignee the right to complete all assignments on his behalf. The Parties acknowledge and agree that the failure of the Assignee to act on behalf of Oshry and/or Goldfield as set forth in this Section 5 for any reason shall not be deemed a waiver the assignment provided herein or of the Assignees ability to take such steps at a future time.

6. Counterparts. This Assignment Agreement may be executed in one or more counterparts, including facsimile counterparts, each of which shall be deemed to be an original copy of this Assignment Agreement, and all of which, when taken together, shall be deemed to constitute one and the same agreement. Delivery of such counterparts by facsimile or electronic mail (in PDF or .tiff format) shall be deemed effective as manual delivery.

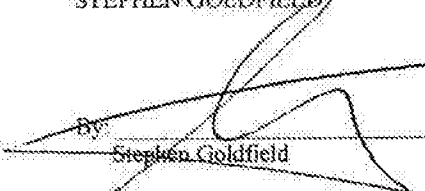
IN WITNESS WHEREOF, the Assignee and Assignor have executed this Assignment Agreement as of the date first set forth above.

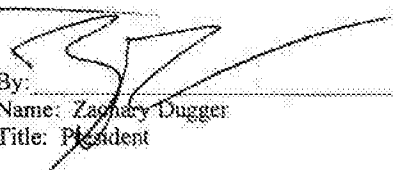
ASSIGNORS:

ASSIGNEE:

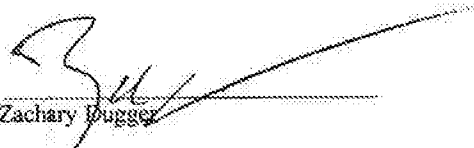
STEPHEN GOLDFIELD

THE RUN TRAVEL, INC.

By: 
Stephen Goldfield
SCOTT OSHRY

By: 
Name: Zachary Dugger
Title: President

By: 
Scott Oshry
ZACHARY DUGGER

By: 
Zachary Dugger
JOVIAN YOH

By: _____
Jovian Yoh

of the federally registered trademarks on his behalf. Similarly, Goldfield shall cause all email accounts, websites, and other social media accounts to be transferred from his personal accounts at GoDaddy.com and at these social media sites to Assignee or, if such an assignment is not possible, then he shall provide all administrative usernames and passwords to the Assignee sufficient to allow Assignee to take control over each account. In the event Goldfield has not provided proof that he has timely completed the assignment of the Intellectual Property in his name, Goldfield hereby expressly designates and assigns the Assignee the right to complete all assignments on his behalf. The Parties acknowledge and agree that the failure of the Assignee to act on behalf of Oshry and/or Goldfield as set forth in this Section 5 for any reason shall not be deemed a waiver the assignment provided herein or of the Assignees ability to take such steps at a future time.

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ASSIGNORS:

STEPHEN GOLDFIELD

By: _____
Stephen Goldfield

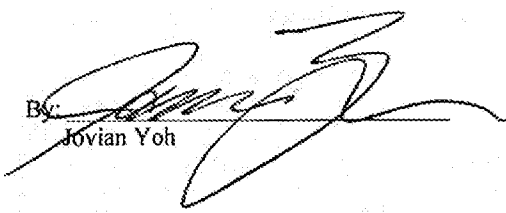
SCOTT OSHRY

By: _____
Scott Oshry

ZACHARY DUGGER

By: _____
Zachary Dugger

JOVIAN YOH

By: 
Jovian Yoh

ASSIGNEE:

THE RUN TRAVEL, INC.

By: _____
Name: Zachary Dugger
Title: President