

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM630987

SUBMISSION TYPE:	RESUBMISSION		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
RESUBMIT DOCUMENT ID:	900585049		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Sun Brothers, LLC		10/31/2020	Limited Liability Company:
RECEIVING PARTY DATA			
Name:	Sunwarrior Ventures, LLC		
Street Address:	2250 N Coral Canyon Blvd.		
City:	Washington		
State/Country:	UTAH		
Postal Code:	84780		
Entity Type:	Limited Liability Company: UTAH		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	5236406	SUNWARRIOR	
Registration Number:	3771187	SUN WARRIOR	
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:	tmdocket@markbryn.com		
Correspondent Name:	James Ryan		
Address Line 1:	2 South Biscayne Blvd., Ste. 2600		
Address Line 4:	Miami, FLORIDA 33131		
NAME OF SUBMITTER:	James Ryan		
SIGNATURE:	/James Ryan/		
DATE SIGNED:	03/10/2021		
Total Attachments: 7			
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TRADEMARK

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INTELLECTUAL PROPERTY ASSIGNMENT

This INTELLECTUAL PROPERTY ASSIGNMENT ("**IP Assignment**"), dated as of October 31, 2020, is made by Sun Brothers, LLC, a Nevada limited liability company d/b/a Sunwarrior and Sun Manufacturing and Fulfillment, LLC, a Utah limited liability company (collectively, the "**Transferors**"), located at 2250 N Coral Canyon BLVD, Washington, UT 84780, in favor of Sunwarrior Ventures, LLC, a Utah limited liability company (the "**Transferee**"), located at 2250 N Coral Canyon BLVD, Washington, UT 84780, the transferee of certain assets of the Transferors pursuant to a Contribution Agreement between the Transferors and the Transferee, dated as of the same date herewith (the "**Contribution Agreement**").

WHEREAS, under the terms of the Contribution Agreement, the Transferors have conveyed, transferred, and assigned to the Transferee, among other assets, all intellectual property rights of the Transferors, and has agreed to execute and deliver this IP Assignment, for recording with the United States Patent and Trademark Office, the United States Copyright Office, and corresponding entities or agencies in any applicable jurisdictions.

NOW THEREFORE, Transferor agrees as follows:

1. Assignment. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Transferors hereby irrevocably convey, transfer, and assign to the Transferee, all of Transferors' right, title, and interest in and to the following (the "**Assigned IP**"):

(a) the patents and patent applications set forth on Appendix 1 hereto (and any unregistered patents) and all issuances, divisions, continuations, continuations-in-part, reissues, extensions, reexaminations, and renewals thereof (the "**Patents**");

(b) the trademark registrations and applications set forth on Appendix 2 hereto (and any unregistered trademarks) and all issuances, extensions, and renewals thereof (the "**Trademarks**"), together with the goodwill of the business connected with the use of, and symbolized by, the Trademarks;

(c) the copyright registrations, applications for registration, and exclusive copyright licenses set forth on Appendix 3 hereto (and any unregistered copyrights) and all issuances, extensions, and renewals thereof (the "**Copyrights**");

(d) the website domain registrations set forth on Appendix 4 hereto (the "**Domains**");

(e) all rights of any kind whatsoever of Transferor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions, and otherwise throughout the world;

(f) 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

(g) any and all claims and causes of action with respect to any of the foregoing, whether accruing before, on, or after the Closing 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. The Transferors hereby authorize the Commissioner for Patents and the Commissioner for Trademarks in the United States Patent and Trademark Office, the Register of Copyrights in the United States Copyright Office, and the officials of corresponding entities or agencies in any applicable jurisdictions to record and register this IP Assignment upon request by the Transferee. Following the date hereof, upon the Transferee's reasonable request, the Transferors shall take such steps and actions, and provide such cooperation and assistance to the Transferee 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 IP to the Transferee, or any assignee or successor thereto.

3. Terms of the Contribution Agreement. The parties hereto acknowledge and agree that this IP Assignment is entered into in connection with the Contribution Agreement, to which reference is made for a further statement of the rights and obligations of the Transferors and the Transferee with respect to the Assigned IP. The representations, warranties, covenants, agreements, and indemnities contained in the Contribution 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 Contribution Agreement and the terms hereof, the terms of the Contribution Agreement shall govern.

4. Electronic Signature. A signed copy of this IP Assignment delivered by 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 IP Assignment.

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

(SIGNATURE PAGE FOLLOWS)

IN WITNESS WHEREOF, the Transferors have duly executed and delivered this IP Assignment as of the date first above written.

TRANSFERORS:

SUN BROTHERS, LLC d/b/a Sunwarrior

DocuSigned by:

Denley Fowlke

D9AFF283E1854FE...

By: Denley Fowlke

Title: Manager

SUN MANUFACTURING AND
FULFILLMENT, LLC

DocuSigned by:

Denley Fowlke

D9AFF283E1854FE...

By: Denley Fowlke

Title: Manager

Appendix 1

PATENTS

Patents

Title	Jurisdiction	Patent Number	Issue Date

Patent Applications

Title	Jurisdiction	Application/ Publication Number	Filing Date

Appendix 2
TRADEMARKS

Trademark Registrations

Mark	Jurisdiction	Class	Registration Number	Registration Date
SUNWARRIOR	USA	005	5236406	July 4, 2017
SUN WARRIOR	USA	005	3771187	April 6, 2010

Trademark Applications

Mark	Jurisdiction	Class	Application Serial Number	Filing Date

Appendix 3
COPYRIGHTS

Copyright Registrations

Title	Jurisdiction	Registration Number	Registration Date

Copyright Applications

Title	Jurisdiction	Application Number	Filing Date

Appendix 4

DOMAINS

Sunwarrior.com