

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM632547

<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>
First Interstate Bank, a Montana chartered bank		12/20/2019	Chartered Bank: MONTANA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	MGS Investment Leasing LLC		
<b>Street Address:</b>	4285 W 1385 S.		
<b>City:</b>	Salt Lake City		
<b>State/Country:</b>	UTAH		
<b>Postal Code:</b>	84104		
<b>Entity Type:</b>	Limited Liability Company: UTAH		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	5112690	TRAILMAX	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	8018528203		
<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>Phone:</b>	8016181369		
<b>Email:</b>	dlangeland@techlawventures.com		
<b>Correspondent Name:</b>	David J.Langeland		
<b>Address Line 1:</b>	3290 West Mayflower Ave.		
<b>Address Line 4:</b>	Lehi, UTAH 84043		
<b>NAME OF SUBMITTER:</b>	David J.Langeland		
<b>SIGNATURE:</b>	/David J.Langeland /		
<b>DATE SIGNED:</b>	03/17/2021		
<b>Total Attachments: 4</b>			
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## Trademark Assignment Agreement

This Trademark Assignment Agreement ("Agreement") is made and entered into by and between First Interstate Bank, a Montana chartered bank ("Assignor"), and MGS Investment Leasing, LLC, a Utah limited liability company ("Assignee").

In exchange for good and valuable consideration, the sufficiency and receipt of which are hereby acknowledged, Assignor and Assignee agree as follows:

1. Assignment. Assignor hereby irrevocably conveys, transfers and assigns to Assignee, all of Assignor's right, title, and interest in and to the trademark identified on the attached Exhibit A, which is incorporated by reference ("Assigned Trademark"). The Assigned Trademark includes (a) the goodwill of the business connected with the use of, and symbolized by, the Assigned Trademark, (b) all registrations and applications for registration of the Assigned Trademark, (c) issuances, extensions and renewals of such registrations and applications, (d) all licenses and similar contractual rights with respect to the Assigned Trademark granted by Assignor to any third party, (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, (g) all rights of any kind whatsoever of Assignor accruing under any of the foregoing provided by any applicable law of any jurisdiction throughout the world, and (h) 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 authorizes the Commissioner for Trademarks of the United States Patent and Trademark Office ("USPTO"), and any other national, federal, and state government officials to record and register this Agreement upon request by Assignee. Assignor shall execute any and all documents as reasonably requested by Assignee to transfer ownership of the Assigned Trademark including, but not limited to, assignments, transfers and related powers of attorney.

3. Cooperation. Assignor agrees not to challenge Assignee's rights in and to the Assigned Trademark, or to take any action whatsoever with respect to the Assigned Trademark, except as specifically requested or consented to in writing by Assignee, or as provided under this Agreement. Assignee shall have the sole right to sue for infringement of the Assigned Trademark for any claims arising or accruing prior to or after the date of the execution of this Agreement, and to collect all damages and profits for all such claims and causes of action.

4. General.

a. Entire Agreement. This Agreement constitutes the sole and entire agreement of the parties with respect to the subject matter of this Agreement, and

Modified Document Trademark Assignment Agreement - FIB to MGS (revised)

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supersedes all prior and contemporaneous understandings and agreements, both written and oral, with respect to such subject matter.

b. Successors and Assigns. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

c. Governing Law. All matters arising out of or relating to this Agreement shall be governed by and construed in accordance with the laws of the United States and the internal laws of the State of Utah without giving effect to any choice or conflict of law provision or rule.

d. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Agreement delivered by email or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

e. Electronic Signatures. Assignor and Assignee expressly agree that they may, but are not obligated to, conduct this transaction electronically, including by scan, email, fax, or other electronic means, pursuant to the Electronic Signatures in Global and National Commerce Act, 15 U.S.C. § 7001 et seq. and the applicable Uniform Electronic Transactions Act, as amended or substituted. An electronic signature shall have the same effect as an ink signature, and the enforceability of this Agreement shall not be affected because it has been signed electronically or digitally. The person signing this Agreement by electronic means is the person represented as the signer of this Agreement, and he or she has full power and authority to electronically sign this Agreement.

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[Signatures on following page]

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Dated effective December 20, 2019.

ASSIGNOR

First Interstate Bank, a Montana chartered bank

By: Cindy Crowther  
Name: CINDY CROWTHER  
Title: VP SPECIAL ASSETS

ASSIGNEE

MSG Investment Leasing, LLC

By: Martin G. Seale  
Name: Martin G. Seale  
Title: CEO

Exhibit A  
Assigned Trademark

USPTO

Registered Trademark with USPTO	Registration Number
TRAILMAX (Stylized)	5,112,690

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