

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM696940

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Westside Innovations Inc.		11/30/2021	Corporation: CANADA
RECEIVING PARTY DATA			
Name:	RGA Sunshine LLC		
Street Address:	801 BARTON SPRINGS RD.		
City:	AUSTIN		
State/Country:	TEXAS		
Postal Code:	78704		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	4895354	FIDELO	
Registration Number:	5311435	FIDELO	
CORRESPONDENCE DATA			
Fax Number:	2026725399		
<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:	713-276-5500		
Email:	ipdocketing@foley.com, sfelde@foley.com		
Correspondent Name:	Foley & Lardner LLP		
Address Line 1:	3000 K Street, N.W. Suite 600		
Address Line 4:	Washington, D.C. 20007-5109		
ATTORNEY DOCKET NUMBER:	128509-0493		
NAME OF SUBMITTER:	Sara M. Felde		
SIGNATURE:	/Sara M. Felde/		
DATE SIGNED:	12/22/2021		
Total Attachments: 10			
source=RGA Sunshine - Fidelo - IP Assignment#page1.tif			
source=RGA Sunshine - Fidelo - IP Assignment#page2.tif			
source=RGA Sunshine - Fidelo - IP Assignment#page3.tif			
source=RGA Sunshine - Fidelo - IP Assignment#page4.tif			

OP \$65.00 4895354

source=RGASunshine - Fidelo - IP Assignment#page5.tif
source=RGASunshine - Fidelo - IP Assignment#page6.tif
source=RGASunshine - Fidelo - IP Assignment#page7.tif
source=RGASunshine - Fidelo - IP Assignment#page8.tif
source=RGASunshine - Fidelo - IP Assignment#page9.tif
source=RGASunshine - Fidelo - IP Assignment#page10.tif

INTELLECTUAL PROPERTY ASSIGNMENT

This INTELLECTUAL PROPERTY ASSIGNMENT (this “**Assignment**”) is entered into as of November 30, 2021, by and between (i) RGA Sunshine LLC, a Delaware limited liability company (the “**Assignee**”), and (ii) Westside Innovations Inc., a British Columbia corporation (the “**Assignor**”). Capitalized terms used but not defined herein shall have the respective meanings given to such terms in that certain Asset Purchase Agreement, dated as of the date hereof, entered by and among the Assignee, as the Purchaser, the Assignor, as the Seller, and the Equity Holders (the “**Purchase Agreement**”).

RECITALS

WHEREAS, pursuant to the terms of the Purchase Agreement, the Assignor has agreed to assign to the Assignee the Business Intellectual Property Assets, and the Assignee has agreed to accept such assignment, and the Assignor and the Assignee have agreed to execute and deliver this Assignment for recording with the applicable governmental authorities, including without limitation the U.S. Patent and Trademark Office, and domain name registrars.

NOW, THEREFORE, in consideration for the execution of the Purchase Agreement and the payment of the consideration stipulated in the Purchase Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound, the Assignor and the Assignee hereby agree as follows:

1. **Sale, Transfer, Assignment, Delivery and Conveyance.** The Assignor does hereby absolutely, unconditionally and irrevocably sell, transfer, assign, deliver and otherwise convey to the Assignee, and the Assignee does hereby purchase, acquire and accept from the Assignor, all of the Assignor’s rights, title and interest, throughout the world, in, to and under the Business Intellectual Property Assets, including without limitation (i) all of the patents and patent applications identified on **Schedule A** hereto, and all issuances, divisions, continuations, continuations-in-part, reissues, extensions, reexaminations and renewals thereof, (ii) all of the registered trademarks and trademark applications identified on **Schedule B** hereto, together with the goodwill connected with the use of and symbolized thereby and all issuances, extensions and renewals thereof, (iii) all of the registered copyrights and copyright applications identified on **Schedule C** attached hereto, together with the goodwill connected with the use thereof, and (iv) all of the domain names identified on **Schedule D** hereto, including all intellectual property rights of any website associated with any such domain name, together with all rights of any kind whatsoever of the Assignor accruing under any of the Business Intellectual Property Assets provided by applicable law of any jurisdiction, by international treaties and conventions and otherwise throughout the world, including without limitation any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to any of the Business Intellectual Property Assets, and all rights of action and defenses accrued, accruing and to accrue in respect of the Business Intellectual Property Assets, including without limitation the right to sue or otherwise recover for past infringement and to receive all damages, payments, costs and fees associated therewith and to fully and entirely stand in the place of the Assignor in all matters related to all of the foregoing (collectively, the “**Assigned IP**”), in each case free and clear of any Liens. The Assignor hereby waives any moral rights, or rights equivalent thereto, that the Assignor may have in or to the Assigned IP worldwide and any such rights in or to any underlying works which exclusively or primarily relate to the Assigned IP, in each case without

compensation or the need for further action by any Person. To the extent that the foregoing waiver is ineffective under applicable law, the Assignor agrees that it shall not assert such moral rights against the Assignee or any other Person. This foregoing assignment is intended to be an absolute assignment and not by way of security.

2. Power of Attorney and Further Assurances. The Assignor hereby constitutes and appoints the Assignee as the true and lawful agent and attorney-in-fact of the Assignor, with full power of substitution and resubstitution, in whole or in part, in the name and stead of the Assignor but on behalf and for the benefit of the Assignee and its successors and assigns, from time to time solely to institute and prosecute, in the name of the Assignor or otherwise, any and all proceedings at law, in equity or otherwise, that the Assignee or its successors and assigns may deem proper to obtain, apply for, register and otherwise secure the Assignee's rights in the Assigned IP. Without limitation of the foregoing, the Assignor agrees to cooperate with the Assignee in taking any action which the Assignee reasonably requests to perfect or enforce the Assignee's rights in the Assigned IP, and the Assignor agrees to execute any and all documents reasonably necessary or appropriate to obtain and enforce copyrights, patents, trademarks and trade secrets in the Assigned IP, including specific assignments of such Assigned IP for particular products or developments, and agrees to execute all lawful papers, make all rightful oaths and other actions reasonably required or necessary to aid the Assignee, its successors and assigns in obtaining and enforcing its rights in and to the Assigned IP in the United States and throughout the world.

3. Counterparts. This Assignment may be executed in two or more counterparts, each of which shall be deemed to constitute an original, but all of which together shall constitute one and the same document.

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

5. Recordation. The Assignor hereby authorizes the Commissioner for Patents, the Commissioner for Trademarks, and any other governmental officials, and the applicable domain name registrars to record and register this Assignment upon request by the Assignee.

6. Entire Agreement. This Assignment is made pursuant to the Purchase Agreement and is subject to the terms thereof. Nothing contained in this Assignment shall be construed to enlarge, limit, modify or alter the rights of the Assignor or the Assignee under the Purchase Agreement. This Assignment is made solely for the purpose of separately evidencing and effectuating certain of the Transactions and, in the event of any conflict or inconsistency between this Assignment and the Purchase Agreement, the terms of the Purchase Agreement shall govern.

7. Miscellaneous. This Assignment, and any and all disputes directly or indirectly arising out of or relating to this Assignment, will be governed by and construed in accordance with the laws of the State of Delaware, without reference to the choice of law rules thereof. Each of the parties hereby irrevocably consents to the arbitration provision set forth in 8.15 of the Purchase Agreement. If any provision of this Assignment is held unenforceable by a court of competent jurisdiction, the other provisions will remain in full force and effect. If legally permitted, the unenforceable provision will be replaced with an enforceable provision that as nearly as possible gives effect to the parties' intent. A waiver of rights under this Assignment will not be effective unless it is in

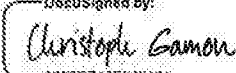
writing and signed by an authorized representative of the party that is waiving the rights. This Assignment may not be amended unless the amendment is in writing and signed by authorized representatives of both parties hereto.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the undersigned have executed this **INTELLECTUAL PROPERTY ASSIGNMENT** as of the day and year first above written.

ASSIGNEE:

RGA SUNSHINE LLC

By:  _____
Name: Christoph Gamon
Title: Vice President

ASSIGNOR:

WESTSIDE INNOVATIONS INC.

By: _____
Name: Scott Anderson
Title: President

IN WITNESS WHEREOF, the undersigned have executed this **INTELLECTUAL PROPERTY ASSIGNMENT** as of the day and year first above written.

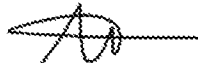
ASSIGNEE:

RGA SUNSHINE LLC

By: _____
Name: Christoph Gamon
Title: Vice President

ASSIGNOR:

WESTSIDE INNOVATIONS INC.

By:  _____
Name: Scott Anderson
Title: President

SCHEDULE A

Patents

Patent Title	Owner	Patent Applied	Design/Utility	Country of Patent	Application No.	Applied on Date	Status - Granted/In progress	Patent No.	Registration Date
Wallet	Westside Innovations Inc.	YES	Design	US	29/686706	April 5, 2019	Granted	D895,963	September 15, 2020
Wallet	Westside Innovations Inc.	YES	Design	US	29/686704	April 5, 2019	Granted	D896,506	September 22, 2020
Wallet	Westside Innovations Inc.	YES	Design	Canada	n/a	October 2, 2019	Granted	190367	September 29, 2021
Wallet	Westside Innovations Inc.	YES	Design	Canada	n/a	October 2, 2019	Granted	190364	September 29, 2021

Design (indication of product)	Owner	Territory	Design Number	Status	Registration Date	Expiry Date
Wallets	Scott D. Anderson	EU	6963120-0001	Registered	2 Oct 2019	2 Oct 2024
Wallets	Scott D. Anderson	EU	6963120-0002	Registered	2 Oct 2019	2 Oct 2024

China

WEST-DS001CN / Announcement No. : CN305908559S (Product Models: Prestige 3K / ASIN: B077YM4DZM, Prestige Forged / ASIN: B07RQQW6XB & Titan / Parent ASIN: B07BK26SZ8)

WEST-DS002CN / Announcement No. : CN305908558S (Wallet Model(s): Eclipse / Parent ASIN: B088TRGMGV)

SCHEDULE B

Registered Trademarks

Trademark	Owner	Country of trademark	Trademark class	Application No.	Applied on Date	Status	Reg No.	Registered on
FIDELO	Westside Innovations Inc.	US	14	86677100	June 29, 2015	Registered	4,895,354	February 2, 2016
FIDELO	Westside Innovations Inc.	US	18 and 35	87438337	May 5, 2017	Registered	5,311,435	October 17, 2017

Trademark	Owner	Country of Trademark	Trademark Class	Trademark number	Filing Date	Registration Date	Status
FIDELO (word only)	Scott Anderson, Westside Innovations Inc.	EU	14, 18, 25 (Nice Classification)	018049085	04/09/2019	08/14/2019	Registered
FIDELO (word only)	WESTSIDE INNOVATION; WESTSIDE INNOVATION Unit 129 2450 161A STREET, BRITISH COLUMBIA SURREY V3Z8K4	USA	18, 35	87438337	05/05/2017	17/10/2017	Registered

FIDELO (word only)	WESTSIDE INNOVATION; WESTSIDE INNOVATION Unit 129 2450 161A STREET, BRITISH COLUMBIA SURREY V3Z8K4	Canada	14, 18, 35	TMA1090027	12/06/2017	17/12/2020	Registered
FIDELO (word only)	Scott Anderson Nico Jessekade 135, Amsterdam, 1087MR, Canada	UK	14, 18, 35	UK00918049085	09 April 2019	14 August 2019	Registered
FIDELO (word only)	韦斯特赛德创 新有限公 司 WESTSIDE INNOVATIONS INC.	China	18	43870908	17/01/2020	07/10/2020	Registered
FIDELO (word only)	韦斯特赛德创 新有限公 司 WESTSIDE INNOVATIONS INC.	China	35	43897349	17/01/2020	21/10/2020	Registered

SCHEDULE C

Registered Copyrights

None.

SCHEDULE D

Domain Names

<https://fidelodesigns.com>

www.fidelo.myshopify.com

promo.fidelodesigns.com - target.clickfunnels.com.

bonus.fidelodesigns.com - target.clickfunnels.com.

offer.fidelodesigns.com - target.clickfunnels.com.

refer.fidelodesigns.com - target.clickfunnels.com.

go.fidelodesigns.com - domains.pixelfy.me.

<https://fidelovip.com/>

<https://fidelo.video/>

<http://www.fidelo.ca/>

<http://www.fidelodesigns.ca/>