

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM707187

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Faupel Ventures, Inc.		01/18/2022	Corporation: WYOMING
RECEIVING PARTY DATA			
Name:	REALM IP, LLC		
Street Address:	P.O. Box 1440		
City:	Jackson		
State/Country:	WYOMING		
Postal Code:	83001		
Entity Type:	Limited Liability Company: WYOMING		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Serial Number:	90584486	REALM	
Serial Number:	97197287	REALM	
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:	719-358-2561		
Email:	docket@martensenip.com		
Correspondent Name:	Martensen IP		
Address Line 1:	30 East Kiowa Street Suite 101		
Address Line 4:	Colorado Springs, COLORADO 80903		
ATTORNEY DOCKET NUMBER:	FAPL T005 T006		
NAME OF SUBMITTER:	Michael C. Martensen		
SIGNATURE:	/Michael C. Martensen/		
DATE SIGNED:	02/08/2022		
Total Attachments: 9			
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TRADEMARK ASSIGNMENT AGREEMENT

This TRADEMARK ASSIGNMENT AGREEMENT (this "Agreement") is made and entered into on Jan 18, 2022, by and between Faupel Ventures, Inc. a Wyoming corporation (the "Assignor") and REALM IP, LLC a Wyoming limited liability company (the "Assignee").

RECITALS

WHEREAS, Assignor presently owns all right, title and interest in and to the Assigned Trademarks (as defined below); and

WHEREAS, Assignee desires to purchase the entire right, title, and interest in and to the Assigned Trademarks.

NOW THEREFORE, in consideration of the mutual promises and other good and valuable consideration contained herein, Assignor and Assignee, intending to be legally bound, each agree as follows:

AGREEMENT

ARTICLE I. DEFINITIONS.

The following capitalized terms, as used in this Agreement, will have the respective meanings set forth below:

- 1.1. "Assigned Trademarks" means (i) the trademarks listed on Exhibit A hereto, (ii) the registrations and applications for registrations thereof and (iii) the goodwill connected with the use thereof and symbolized thereby.

ARTICLE II. ASSIGNMENT.

- 2.1. **Assignment.** Assignor hereby conveys, sells, transfers and assigns to Assignee all of Assignor's right, title and interest throughout the world in and to (a) the Assigned Trademarks, (b) all income and royalties hereafter due or payable to Assignor with respect to the Assigned Trademarks, (c) all damages and payments for past or future infringements and misappropriations of the Assigned Trademarks, and (d) all rights to sue for past, present and future infringements or misappropriations of the Assigned Trademarks, all for Assignee's own use and enjoyment (including, without limitation, the right to renew and/or apply for trademark and/or service mark registrations within or outside the United States based in whole or in part upon the Assigned Trademarks, and including any priority right that may have arisen from Assignor's use of the Assigned Trademarks and/or prior ownership of the registration for such Assigned Trademarks).
- 2.2. **License Agreements.** Assignor hereby conveys, sells, transfers, and assigns to Assignee all of Assignor's rights and obligations under the Assigned Agreements, and Assignee accepts such assignment and assumes and agrees to pay and perform, when due, all obligations under the Assigned Agreements.
- 2.3. **Quitclaim Disclaimer.** Assignee acknowledges and agrees that Assignee will not acquire any property, assets or rights of any kind or nature, real or personal, tangible or intangible, other than the Seller's right, title, and interest in and to the Assigned Trademarks that Seller owns or controls. Assignor makes no representation or warranty

of good title to the Assigned Trademarks but quitclaims all its right, title, and interest in and to the Assigned Trademarks to Assignee.

- 2.4. Authorization.** Assignor authorizes and requests the United States Commissioner of Patents and Trademarks, the United States Register of Copyrights, and any other official throughout the world whose duty is to register and record ownership in trademark applications or trademarks, to record Assignee as the assignee and owner of all of Assignor's rights in the Assigned Trademarks.
- 2.5. Further Assurances.** Assignor agrees to execute and deliver any instruments and perform any acts which may be reasonably necessary to fully effectuate and record in all jurisdictions throughout the world the assignment of the rights, titles and interests assigned to Assignee pursuant to this Agreement.

ARTICLE III. PAYMENT.

In consideration of the Assignor's assignment of ownership as set forth in Article II, Assignee agrees to pay to Assignor an amount of 1 USD (the "Payment"). Assignee will remit the Payment in the form of a check in the name of Assignor or by wire transfer of immediately available funds to Assignor no later than 21 days following the date of this Agreement.

ARTICLE IV. DISCLAIMER OF WARRANTIES.

ASSIGNEE ACKNOWLEDGES AND AGREES THAT EXCEPT FOR THE REPRESENTATIONS AND WARRANTIES CONTAINED IN THIS AGREEMENT, ASSIGNOR HAS MADE NO REPRESENTATION OR WARRANTY WHATSOEVER AND ASSIGNEE HAS NOT RELIED ON ANY REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, REGARDING THE ASSIGNED TRADEMARKS EXCEPT THOSE EXPRESSLY SET FORTH IN THIS AGREEMENT. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, ASSIGNEE ACKNOWLEDGES AND AGREES THAT, EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT, ASSIGNEE IS ACQUIRING THE ASSIGNED TRADEMARKS ON AN "AS IS" BASIS WITH ALL FAULTS AND WITHOUT ANY EXPRESS, IMPLIED OR STATUTORY WARRANTIES WHATSOEVER INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, ENFORCEABILITY, NON-INFRINGEMENT, OR ARISING FROM COURSE OF PERFORMANCE, DEALING, USAGE OR TRADE.

ARTICLE V. MISCELLANEOUS PROVISIONS.

- 5.1. Assignability.** Neither this Agreement nor any of the rights, interests or obligations under this Agreement may be assigned or delegated, in whole or in part, by operation of law or otherwise, by either party without the prior written consent of the other party, and any such assignment without such prior written consent will be null and void. This Agreement will be binding upon and inure to the benefit of the parties named herein and their respective successors and permitted assigns.
- 5.2. Amendments; Waivers.** This Agreement may not be modified or amended except by a written instrument signed by the parties. In addition, no waiver of any provision of this

Agreement will be binding unless set forth in a writing signed by the party granting the waiver. Any waiver will be limited to the circumstance or event specifically referenced in the written waiver document and will not be deemed a waiver of any other term of this Agreement or of the same circumstance or event upon any recurrence thereof.

- 5.3. Notices.** Any notice required or permitted to be given under this Agreement will be in writing and be deemed given when delivered by hand or received by registered or certified mail, postage prepaid, or by nationally recognized overnight courier service addressed to the party to receive such notice at the following address or any other address substituted therefor by notice pursuant to these provisions:

If to Assignor:

Faupel Ventures, Inc.
80 W. Broadway
Jackson, WY 83001

If to Assignee:

REALM IP, LLC
P.O. Box 1440
Jackson, WY 83001

- 5.4. Governing Law.** This Agreement will be construed and enforced in accordance with the laws of the State of Wyoming without reference to its rules of conflicts of laws.
- 5.5. Enforcement.** If any party will institute legal action to enforce or interpret the terms and conditions of this Agreement or to collect any monies under it, venue for any such action will be Jackson County, Wyoming. Each party irrevocably consents to the jurisdiction of the courts located in the State of Wyoming for all suits or actions arising out of this Agreement. Each party hereto waives to the fullest extent possible, the defense of an inconvenient forum, and each agrees that a final judgment in any action will be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law.
- 5.6. Waiver of Jury Trial.** EACH OF THE UNDERSIGNED DO HEREBY KNOWINGLY, VOLUNTARILY, AND INTENTIONALLY WAIVE THE RIGHT TO TRIAL BY JURY IN ANY ACTION OR PROCEEDING BASED ON OR WITH RESPECT TO THIS AGREEMENT OR ANY OF THE TRANSACTIONS CONTEMPLATED HEREBY OR RELATING OR INCIDENTAL HERETO.
- 5.7. Severability.** Each provision of this Agreement is intended to be severable. If any term or provision hereof is illegal or invalid for any reason whatsoever, such illegality or invalidity will not affect the legality or validity of the remainder of the Agreement.
- 5.8. Headings.** Section and other headings contained in this Agreement are for reference purposes only and are not intended to describe, interpret, define, or limit the scope, extent, or intent of this Agreement or any provision hereof.
- 5.9. Entire Agreement.** This Agreement contains the entire understanding among the parties and supersedes any prior written or oral agreements between them respecting the subject


matter of this Agreement. There are no representations, agreements, arrangements, or understandings, oral or written, between the parties relating to the subject matter of this Agreement that are not fully set forth herein.

- 5.10. Counterparts.** This Agreement may be executed in one or more counterparts, each of which will be deemed to be an original, but all of which will constitute one agreement. Photocopies, facsimile transmissions, or email transmissions of Adobe portable document format files (also known as "PDF" files) of signatures will be deemed original signatures and will be fully binding on the parties to the same extent as original signatures.

IN WITNESS WHEREOF, the parties hereto have approved and executed this Agreement as of the date first set forth above.

ASSIGNOR

Faupel Ventures, Inc.

By: 
Printed Name: Julie Faupel
Title: Partner

ASSIGNEE

REALM IP, LLC


By: 
Printed Name: Julie Faupel
Title: Partner

Exhibit A

LIST OF ASSIGNED TRADEMARKS

Trademark	Application No.	International Class	Description of Goods and Services
REALM	US Application No. 90584486	042	Software as a Service (SAAS) services featuring software to conduct lifestyle assessments based on principles of public interactions, interests, purchase habits, travel history and personal attributes; Software as a Service (SAAS) services featuring software to conduct a lifestyle assessments and gauge lifestyle implications in the field of capital investment and purchases; Software as a Service (SAAS) services featuring software to conduct lifestyle determinations as related to capital investment and buying decisions
		045	Conducting on-line lifestyle assessments based on principles of public interactions, interests, purchase habits, travel history and personal attributes; conducting on-line lifestyle assessments and its implication in the field of capital investment and purchases; providing information on lifestyle determination as related to capital investment and buying decisions via a website
REALM	Canadian Application No. 2116996	042	Software as a Service (SAAS) services featuring software to conduct lifestyle assessments based on principles of public interactions, interests, purchase habits, travel history and personal attributes; Software as a Service (SAAS) services featuring software to conduct a lifestyle assessments and gauge lifestyle implications in the field of capital investment and purchases; Software as a Service (SAAS) services featuring software to conduct lifestyle determinations as related to capital investment and buying decisions

		045	Conducting on-line lifestyle assessments based on principles of public interactions, interests, purchase habits, travel history and personal attributes; conducting on-line lifestyle assessments and its implication in the field of capital investment and purchases; providing information on lifestyle determination as related to capital investment and buying decisions via a website
REALM	U.S. Application No. 97197287	035	Business collaboration services, namely, providing access for businesses and organizations to collaborate across disciplines to help improve productivity and market impact in the field of high value article transactions; Providing attribute data featuring immovable property information; Providing data featuring high-value article attributes; Providing data featuring secure high-value purchaser attributes; Providing data in the field of business information and business contacts relating to matched attributes leading to a business transaction opportunity; Providing searchable data featuring business information and business contacts based on a correlation of matched attributes leading to a business transaction opportunity; Providing data in the field of business information and capital investments relating to matched attributes leading to a business transaction or a business transaction opportunity
		042	Software as a Service (SAAS) services featuring software to conduct attribute assessments based on principles of perceived value, affordability, return on an investment, public interactions, interests, purchase habits, and personal attributes; Software as a Service (SAAS) services featuring software to conduct attribute assessments and gauge attribute implications in the field of capital investment and purchases; Software as a Service (SAAS) services featuring software to conduct attribute

			determinations as related to capital investment and buying decisions
		045	Conducting on-line attribute assessments based on principles of public interactions, interests, affordability, perceived value, purchase habits, and personal attributes; conducting on-line attribute assessments and its implication in the field of capital investment and purchases; providing on-line information on attribute determination as related to capital investment and buying decisions
REALM	Canadian Trademark Application No. 2159116	035	Business collaboration services, namely, providing access for businesses and organizations to collaborate across disciplines to help improve productivity and market impact in the field of high value article transactions; Providing attribute data featuring immovable property information; Providing data featuring high-value article attributes; Providing data featuring secure high-value purchaser attributes; Providing data in the field of business information and business contacts relating to matched attributes leading to a business transaction opportunity; Providing searchable data featuring business information and business contacts based on a correlation of matched attributes leading to a business transaction opportunity; Providing data in the field of business information and capital investments relating to matched attributes leading to a business transaction or a business transaction opportunity
		042	Software as a Service (SAAS)services featuring software to conduct attribute assessments based on principles of perceived value, affordability, return on an investment, public interactions, interests, purchase habits, and personal attributes; Software as a Service (SAAS)services featuring software to conduct

			attribute assessments and gauge attribute implications in the field of capital investment and purchases; Software as a Service (SAAS) services featuring software to conduct attribute determinations as related to capital investment and buying decisions
		045	Conducting on-line attribute assessments based on principles of public interactions, interests, affordability, perceived value, purchase habits, and personal attributes; conducting on-line attribute assessments and its implication in the field of capital investment and purchases; providing on-line information on attribute determination as related to capital investment and buying decisions