

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM775120

<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>
Jenifer Lynn Morris		12/14/2022	INDIVIDUAL: UNITED STATES
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	TOLEMAR, LLC		
<b>Street Address:</b>	5221 OCEANUS DR.		
<b>City:</b>	HUNTINGTON BEACH		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	92649		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	90186036	THE ORIGINAL POLES AND HOLDERS RV MOUNTE	
<b>Registration Number:</b>	6369486	POLES AND HOLDERS	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	9497254100		
<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>	9497254043		
<b>Email:</b>	amina@stradlinglaw.com		
<b>Correspondent Name:</b>	Arnold V. Mina		
<b>Address Line 1:</b>	Stradling Yocca Carlson & Rauth		
<b>Address Line 2:</b>	660 Newport Center Drive, Suite 1600		
<b>Address Line 4:</b>	Newport Beach, CALIFORNIA 92660		
<b>ATTORNEY DOCKET NUMBER:</b>	106975-0004		
<b>NAME OF SUBMITTER:</b>	Arnold V. Mina		
<b>SIGNATURE:</b>	/Arnold V. Mina/		
<b>DATE SIGNED:</b>	12/19/2022		
<b>Total Attachments: 5</b>			
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source=Tolemar, LLC - Project Pole Position - IP Assignment - Executed#page3.tif			

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## INTELLECTUAL PROPERTY ASSIGNMENT

This INTELLECTUAL PROPERTY ASSIGNMENT (this "Assignment") is made and entered into as of December 14, 2022 (the "Effective Date") by and between Jenifer Lynn Morris doing business as "Poles and Holders ("Assignor") and Tolemar, LLC, a Delaware limited liability company ("Assignee"), pursuant to an Bill of Sale and Assignment and Assumption Agreement (the "Purchase Agreement"), dated as of December 14, 2022, by and among Assignor and Assignee. Capitalized terms used and not defined in this Assignment shall have the respective meanings ascribed to them in the Purchase Agreement.

### Introduction

**A.** WHEREAS, pursuant to the Bill of Sale and Assignment and Assumption Agreement, Assignor has agreed to, among other things, sell, assign, transfer, convey and deliver to Assignee all of Assignor's right, title and interest in the Trademarks identified on Exhibit A hereto ("Assigned Trademarks and Domain Names"); and

**B.** WHEREAS, Assignor and Assignee wish to confirm, ratify, and record, as applicable, that Assignee has acquired all of Assignor's right, title, and interest in the Assigned Trademarks and Domain Names, including any corresponding application(s) and registration(s), all goodwill associated with the Assigned Trademarks and Domain Names, and the right to sue to recover damages for any past and future infringement thereof.

NOW, THEREFORE, for good and valuable consideration, the receipt, sufficiency, and adequacy of which are hereby acknowledged:

### Terms

**1.** Assignment. Assignor hereby sells, assigns, transfers, conveys and delivers to Assignee, its successors, and assigns, (a) Assignor's entire right, title, and interest, whether statutory or at common law, in and to the Assigned Trademarks and Domain Names in the United States, together with the goodwill arising out of or in any way associated therewith, and (b) its entire right to bring actions for the enforcement of the Assigned Trademarks and Domain Names, including but not limited to, the right to sue for and recover damages for any past and future infringement(s) thereof.

**2.** Further Assurances. Assignor hereby, and shall cause its Affiliates to, covenants and agrees to execute and deliver, for no additional consideration, such further documents, instruments, conveyances and assurances and do such other commercially reasonable acts as may be necessary and proper to vest full title in and to the Assigned Trademarks and Domain Names in the Assignee or which may be necessary to obtain, renew, issue, or enforce the Assigned Trademarks and Domain Names or otherwise give effect to the intellectual property transfers contemplated by the Purchase Agreement and this Assignment. Without limiting the foregoing, upon the execution of this Assignment, Assignor shall perform all commercially reasonable acts necessary to effect the transfer of the assigned domain names from Assignor to Assignee including, but not limited to, unlocking the domain names so as to permit their transfer, providing any authorization or other codes required for the transfer, and answering in the affirmative any request from the registrar of the domain names for authorization to complete the transfer, and the execution, notarization, and return to Assignee or its agents of any transfer forms required by Assignee's or Assignor's domain name registrar.

3. Recordation. Assignor hereby authorizes and requests the United States Patent and Trademark Office Commissioner for Trademarks to record Assignee as the owner of all of Assignor's rights in and to any registrations and/or applications for the Assigned Trademarks and Domain Names.

4. Governing Law. This Assignment will be construed and enforced in accordance with the laws of the State of California (without giving effect to conflict of law principles).

5. Counterparts. This Assignment may be executed in counterparts (including by facsimile or PDF), each of which will be deemed an original, but all of which together will constitute one and the same instrument.

**[Signature Page Follows]**

IN WITNESS WHEREOF, the parties hereto have executed this Intellectual Property Assignment on the Effective Date.

ASSIGNOR:

Jenifer Lynn Morris dba POLES AND HOLDERS



Jenifer Lynn Morris

ASSIGNEE:

TOLEMAR, LLC

By: \_\_\_\_\_

Name: Eric Ison

Title: Chief Executive Officer

IN WITNESS WHEREOF, the parties hereto have executed this Intellectual Property Assignment on the Effective Date.

**ASSIGNOR:**

Jenifer Lynn Morris dba POLES AND HOLDERS

\_\_\_\_\_  
Jenifer Lynn Morris

**ASSIGNEE:**

TOLEMAR, LLC

By: Eric Ison  
\_\_\_\_\_  
Name: Eric Ison  
Title: Chief Executive Officer

**EXHIBIT A**

**ASSIGNED TRADEMARKS AND DOMAIN NAMES**

**Trademarks:**

1. The registered service mark for the words “POLES AND HOLDERS” (Reg. No. 6,369,486) issued July 1, 2021 in class 035 for “distributorships in the field of flag poles, flagpole holders and flags; on-line retail store services featuring flag poles, flagpole holders and flags”
2. The pending application for Seller’s logo (Serial No. 90/186,036, see below) filed September 16, 2020, in class 035 for “distributorships in the field of flag poles, flagpole holders and flags; on-line retail store services featuring flag poles, flagpole holders and flags”



**Domain Names:**

1. <https://polesandholders.com>