OP \$90.00 97742262

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 ETAS ID: TM782321

Stylesheet Version v1.2

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.		01/24/2023	Corporation: WYOMING

RECEIVING PARTY DATA

Name:	REALM IP, LLC	
Street Address:	1550 Wewatta #201	
City:	Denver	
State/Country:	COLORADO	
Postal Code:	80202	
Entity Type:	Limited Liability Company: WYOMING	

PROPERTY NUMBERS Total: 3

Property Type	Number	Word Mark
Serial Number:	97742262	REALM
Serial Number:	97742283	
Serial Number:	97742324	REALM

CORRESPONDENCE DATA

Fax Number:

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.

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

NAME OF SUBMITTER:	Michael C. Martensen	
SIGNATURE:	/Michael C. Martensen/	
DATE SIGNED:	01/24/2023	

Total Attachments: 3

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TRADEMARK
REEL: 007951 FRAME: 0523

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IP ASSIGNMENT AGREEMENT

This INTELLECTUAL PROPERTY ("IP") ASSIGNMENT AGREEMENT ("IP Assignment"), effective as of January 12, 2023, is made by Faupel Ventures, Inc., a Wyoming Corporation, with a mailing address of P. O. Box 2366, Jackson, Wyoming 83001 USA ("Assignor"), in favor of Realm IP, LLC, a Wyoming limited liability company, located at 1550 Wewatta #201, Denver, Colorado 80202 USA ("Assignee").

WHEREAS, Assignor has agreed to execute and deliver this IP Assignment, for recording with the United States Patent and Trademark Office and corresponding entities or agencies in any applicable jurisdictions;

NOW THEREFORE, the parties agree as follows:

- 1. <u>Assignment.</u> For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby irrevocably conveys, transfers, and assigns to Assignee, and Assignee hereby accepts, all of Assignor's right, title, and interest in and to the following (the "Assigned IP"):
 - (a) the trademark registrations and applications set forth on Schedule 1 hereto and all issuances, extensions, and renewals thereof (the "Trademarks"), and/or the goodwill of the business connected with the use of, and symbolized by, the brand REALM;
 - (b) all rights of any kind whatsoever of Assignor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions, and otherwise throughout the world;
 - (c) 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;
 - (d) any and all claims and causes of action with respect to any of the foregoing, whether accruing on or after the date hereof, including all rights to and claims for damages, restitution, and injunctive and other legal and equitable relief for present and future infringement, 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 hereby authorizes the Commissioner for Patents in the United States Patent and Trademark Office and 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 Assignee. Following the date hereof, upon Assignee's reasonable request, and at Assignee's sole cost and expense, Assignor shall take such steps and actions, and provide such cooperation and assistance to Assignee 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 reasonably necessary to effect, evidence, or perfect the assignment of the Assigned Patents to Assignee, or any assignee or successor thereto.

Signature Page for Patent Assignment Agrement

- 3. <u>Counterparts</u>. This Patent Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed one and the same agreement. A signed copy of this Patent Assignment delivered by facsimile, 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 Patent Assignment.
- 4. <u>Successors and Assigns</u>. This Patent Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.
- 5. Governing Law. This Patent 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 Patent 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 Wyoming, without giving effect to any choice or conflict of law provision or rule (whether of the State of Wyoming or any other jurisdiction). IN WITNESS WHEREOF, Assignor has duly executed and delivered this Patent Assignment as of the date first above written.

FAUPEL VENTURES, INC.

Name: Julie L. Fampel

Title: Vice President

AGREED TO AND ACCEPTED:

REALM IP, LLC

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Name: Julie L. Faupel

Title: Chief Executive Officer

SCHEDULE 1

Trademarks

Mark	Jurisdiction	Application Serial Number	Filing Date
REALM	United States	97/742,262	5 January 2023
REALM	United States	97/742,283	5 Jamuary 2023
REALM	United States	97/742,324	5 January 2023

TRADEMARK REEL: 007951 FRAME: 0526

RECORDED: 01/24/2023