

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM854908

<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>
Michael G. Wolfert		11/20/2023	INDIVIDUAL: UNITED STATES
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	The Cliffs Mothership LLC		
<b>Street Address:</b>	750 W Hampden Ave		
<b>Internal Address:</b>	Suite 280		
<b>City:</b>	Englewood		
<b>State/Country:</b>	COLORADO		
<b>Postal Code:</b>	80110		
<b>Entity Type:</b>	Limited Liability Company: NEW YORK		
<b>PROPERTY NUMBERS Total: 4</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	7048546	THE CLIFFS CLIMBING + FITNESS	
<b>Registration Number:</b>	7048520	THE CLIFFS CLIMBING + FITNESS	
<b>Registration Number:</b>	5304572	THE CLIFFS	
<b>Registration Number:</b>	5304570	THE CLIFFS	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<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>Email:</b>	trademarks@dechert.com		
<b>Correspondent Name:</b>	Glenn A. Gundersen		
<b>Address Line 1:</b>	2929 Arch Street		
<b>Address Line 2:</b>	Cira Centre		
<b>Address Line 4:</b>	Philadelphia, PENNSYLVANIA 19104		
<b>NAME OF SUBMITTER:</b>	Spencer Joffrion		
<b>SIGNATURE:</b>	/Spencer Joffrion/		
<b>DATE SIGNED:</b>	11/20/2023		
<b>Total Attachments: 5</b>			
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## INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT (this “**Intellectual Property Assignment**”), dated as of November 20, 2023, is made by and between MICHEL G. WOLFERT (A/K/A MICHAEL WOLFERT), an individual (the “**Assignor**”), and THE CLIFFS MOTHERSHIP LLC, a New York limited liability company (the “**Assignee**”).

WHEREAS, the Assignor is the owner of all right, title, and interest in the trademarks and corresponding registrations and Domain Names attached hereto as Schedule A (collectively, the “**Intellectual Property**”); and

WHEREAS, the Assignor is the sole member of the Assignee and in connection with the Assignee’s business, the Assignor and the Assignee have determined that it is mutually desirable for the Assignee to acquire and own the Intellectual Property and all the goodwill associated therewith.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

1. Assignment. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Assignor hereby irrevocably conveys, transfers, and assigns to the Assignee, and the Assignee hereby accepts, all of the Assignor’s right, title, and interest in and to the following (the “**Assigned Rights**”):

(a) the Intellectual Property and all issuances, extensions, and renewals thereof, together with the goodwill of the business connected with the use of, and symbolized thereby;

(b) all rights of any kind whatsoever of the 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; and

(d) 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. The Assignor hereby authorizes the Commissioner for Trademarks in the United States Patent and Trademark Office to record and register this Intellectual Property Assignment upon request by the Assignee. Following the date hereof, upon the Assignee’s reasonable request, and at the Assignee’s sole cost and expense, the Assignor shall take such steps and actions, and provide such cooperation and assistance to the

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 Rights to the Assignee, or any assignee or successor thereto.

3. Assignor's Waiver. Assignor acknowledges and agrees that as of the date of this Intellectual Property Assignment, Assignee is the sole and exclusive owner of all Assigned Rights and that Assignee shall have the sole and exclusive right to obtain, maintain, hold, register and enforce such Assigned Rights.

4. Counterparts. This Intellectual Property 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 Intellectual Property 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 Intellectual Property Assignment.

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

6. Governing Law. This Intellectual Property 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 Intellectual Property 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 New York, without giving effect to any choice or conflict of law provision or rule (whether of the State of New York or any other jurisdiction).

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties have caused this Intellectual Property Assignment to be executed as of the date first written above by their respective officers thereunto duly authorized.

**THE ASSIGNOR:**

DocuSigned by:  
**MICHEL G WOLFERT**  
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Michel G. Wolfert

**THE ASSIGNEE:**

**THE CLIFFS MOTHERSHIP LLC**

DocuSigned by:  
**MICHEL G WOLFERT**  
B7164771FA5F49C...

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



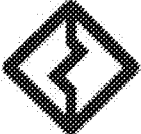
Name: Michel G. Wolfert

Title: Sole Member

**SCHEDULE A**

**Trademarks**

Trademark Registrations:

Mark	Word Mark	Jurisdiction	Registration Number	Registration Date
 <p><b>THE CLIFFS</b> CLIMBING + FITNESS</p>	THE CLIFFS CLIMBING + FITNESS	United States	7048546	May 9, 2023
 <p><b>THE CLIFFS</b> CLIMBING + FITNESS</p>	THE CLIFFS CLIMBING + FITNESS	United States	7048520	May 9, 2023
 <p><b>THE CLIFFS</b></p>	THE CLIFFS	United States	5304572	October 10, 2017

<b>The Cliffs</b>	THE CLIFFS	United States	5304570	October 10, 2017
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Domain Names:

- cliffscup.com
- thecliffs.community
- thecliffs.rocks
- thecliffs.wiki
- thecliffsclimbing.com
- thecliffscup.com
- tristatebouldering.com