

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM554696

<b>SUBMISSION TYPE:</b>	RESUBMISSION
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL
<b>RESUBMIT DOCUMENT ID:</b>	900503864

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Mike Keshian		05/01/2018	INDIVIDUAL:

**RECEIVING PARTY DATA**

<b>Name:</b>	Outdoor Reservation Management Group Inc.
<b>Street Address:</b>	608 East Hickory Street Suite 182
<b>City:</b>	Denton
<b>State/Country:</b>	TEXAS
<b>Postal Code:</b>	76205
<b>Entity Type:</b>	Corporation: DELAWARE

**PROPERTY NUMBERS Total: 3**

Property Type	Number	Word Mark
<b>Registration Number:</b>	3652538	YONDER
<b>Registration Number:</b>	4653620	YONDER
<b>Serial Number:</b>	86761096	YONDER

**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:** 4843474999  
**Email:** mcieri@upventur.com  
**Correspondent Name:** mark cieri  
**Address Line 1:** 608 E. Hickory St. Suite 128  
**Address Line 4:** Denton, TEXAS 76205-4311

<b>NAME OF SUBMITTER:</b>	Mark Cieri
<b>SIGNATURE:</b>	/ Mark Cieri /
<b>DATE SIGNED:</b>	12/23/2019

**Total Attachments: 16**

source=Yonder Declaration Craig Pettigrew - 122219#page1.tif  
source=Yonder Declaration Craig Pettigrew - 122219#page2.tif  
source=Yonder Declaration Craig Pettigrew - 122219#page3.tif

source=Exhibit A - Yonder Asset - Purchase Sale Agreement#page1.tif  
source=Exhibit A - Yonder Asset - Purchase Sale Agreement#page2.tif  
source=Exhibit A - Yonder Asset - Purchase Sale Agreement#page3.tif  
source=Exhibit A - Yonder Asset - Purchase Sale Agreement#page4.tif  
source=Exhibit A - Yonder Asset - Purchase Sale Agreement#page5.tif  
source=Exhibit A - Yonder Asset - Purchase Sale Agreement#page6.tif  
source=Exhibit A - Yonder Asset - Purchase Sale Agreement#page7.tif  
source=Exhibit B - Yonder Prior PSA & Ownership by Michael Keshian#page1.tif  
source=Exhibit B - Yonder Prior PSA & Ownership by Michael Keshian#page2.tif  
source=Exhibit B - Yonder Prior PSA & Ownership by Michael Keshian#page3.tif  
source=Exhibit B - Yonder Prior PSA & Ownership by Michael Keshian#page4.tif  
source=Exhibit B - Yonder Prior PSA & Ownership by Michael Keshian#page5.tif  
source=Exhibit B - Yonder Prior PSA & Ownership by Michael Keshian#page6.tif

UNITED STATES PATENT AND TRADEMARK OFFICE  
ASSIGNMENT RECORDATION DOCUMENT CORRECTION:

RECORDATION DOCUMENT NO. 900503864  
REGISTRATION NOS. 3652538 and 4653620

DECLARATION OF CRAIG PETTIGREW

I, Craig Pettigrew, state and declare as follows:

1. If called as a witness, I could and would testify to all of the matters stated in this declaration based upon my own personal knowledge.
2. I am now and since 2016 have been the Chief Executive Officer of Outdoor Reservation Management Group, Inc. ("ORMG").
3. On May 1, 2018, ORMG entered into a Purchase and Sale Agreement ("PSA") with Mike Keshian CEO of Luvbyrd and Yonder, LLC, for the Purchase of the Yonder brand and business ("Yonder Business.") including all of the goodwill associated with the business and its trademarks. The Yonder business is a website and online mobile app and social engagement platform in the outdoor and travel market and maintains a website and controls various domain names as well as trademark registrations ("Yonder Trademarks"). A true and correct copy of the PSA is attached hereto as Exhibit A. In the PSA, Paragraphs 3. f) and g), Mike Keshian specifically warrants, as Seller, that he "owns the entire right, interest, and title to each type of intellectual Property related to the Yonder digital platform free and clear of liens and encumbrances." Mr. Keshian as stated that, as Seller, he would assist Buyer if requested to secure transfer of relevant marks.
4. The PSA transferred all assets, including intellectual property rights to ORMG, required to effectuate the transfer of the good will associated with the Yonder Trademarks, including all relevant assets of the Yonder Business, including as follows:

(a) The following property and assets used in the operation of the Yonder digital platform are hereby expressly included as part of the Purchased Assets:

- i. all Trademarks and associated goodwill;
- ii. All Internet domains;
- iii. all logins for owned and licensed software programs;
- iv. all source codes, including, but not limited to native iOS and Android app code; all server-based code for services, web sites, database procedures
- v. all user accounts and associated data;
- vi. user-generated images and related metadata;
- vii. fully-architected backend infrastructure built on AWS;
- viii. user accounts and related access information for all services, services, and other related login information.

See Exhibit A, at Section I.

5. The PSA also effectuated the transfer of all trademarks and domain names, as shown in Section 4 and Exhibit A of the Agreement, including US Trademark Registration Numbers 3652538, Trademark Reg. No. 4653620.

6. The PSA specifically states that the "Seller hereby agrees to sell and assign to Buyer ... all rights, title and interest that the Seller has in the assets related to the Yonder digital platform." These assets that were transferred were an express transfer of all of the goodwill associated with the trademark registrations/applications associated with the Yonder Trademarks and all of the goodwill of the business as a part of the transfer of all of the underlying assets necessary to carry on the Yonder Business, as stated in particular in Sections 1 and 5, and Exhibit A, which also transferred all related domain names.

I declare under penalty of perjury under the laws of the United States that the foregoing is true and correct and that this declaration was executed on December 22, 2019 in

Oak Point, Texas.



\_\_\_\_\_

Craig Pettigrew

# EXHIBIT A

## PURCHASE AND SALE AGREEMENT

THIS PURCHASE AND SALE AGREEMENT (this "Agreement"), Mike Keshian, sole owner of assets as indicated herein ("Seller") and Outdoor Reservation Management Group, Inc. a Delaware Corporation in good standing whose address is 608 East Hickory Street, Suite 128, Denton, TX 76 ("Buyer"), is dated and effective as of May 1, 2018, (the "Effective Date").

### RECITALS

- A. Seller (i) owns and operates "Yonder", a mobile app and social engagement platform in the outdoor and travel market, (ii) maintains and operates related website www.yonder.it, (iii) controls various domain names and trademark registrations, and (iv) has the standing and authority to execute this Agreement without liability or encumbrance.
- B. Buyer (i) has secured sufficient funds to purchase and acquire the Yonder digital platform from Seller, and (ii) is free from liabilities or encumbrances that may prevent it from consummating any of the its commitments this Agreement.
- C. Seller desires to sell to Buyer all assets related to the Yonder business, and Buyer desires to purchase such assets of Seller.

### AGREEMENTS

For good and valuable consideration, the parties agree as follows:

1. Purchase and Sale of Purchased Assets.
  - (a) Subject to the terms and conditions set forth herein, Seller hereby agrees to sell and assign to Buyer, and Buyer hereby agrees to purchase and accept from Seller, for the Purchase Price (defined below), all rights, title and interest that Seller has in the assets related to the Yonder digital platform.
  - (b) The following property and assets used in the operation of the Yonder digital platform are hereby expressly included as part of the Purchased Assets:
    - i. all Marks and internet domains;
    - ii. all logins for owned and licensed software programs;
    - iii. all source codes, including, but not limited to native iOS and Android app code; all server-based code for services, web sites, database procedures
    - iv. all user accounts and associated data;
    - v. user-generated images and related metadata;
    - vi. fully-architected backend infrastructure built on AWS;
    - vii. user accounts and related access information for all services, services, and other related login information

(c) Except as otherwise provided in this Agreement, Seller makes no other representation or warranty, express or implied, in respect to the Purchased Assets, including, without limitation, with respect to merchantability or fitness for any particular purpose, and any such other representations or warranties are hereby expressly disclaimed. Buyer acknowledges and agrees that Buyer is purchasing the Purchased Assets on an "as-is, where-is" basis.

2. Assumption of Liabilities.

(a) The operating costs for the Yonder digital platform incurred after the closing Date including the bill due May 1, 2018 not to exceed \$3000.

3. Purchase Price.

The aggregate consideration payable by Buyer to Seller for the Purchased Assets shall be up to Seventy Thousand Dollars (\$70,000). The Consideration shall be payable as follows:

(a) A convertible note will be issued to seller or sellers agent in the amount of Twenty Thousand Dollars (\$20,000) conversion must occur within 36 months from the date of this agreement. Note will convert at a 15% discount based on valuation at the time of conversion.

(b) In addition, Buyer shall deliver to Seller additional payments not to exceed Fifty Thousand Dollars (\$50,000) from revenue generated by the Monetization of data transferred to Buyer at the time of this agreement. Seller will participate in this revenue sharing at the following rate.

- i. 50% for the first Twenty Thousand Dollars (\$20,000) paid to Seller.
- ii. 25% for the remaining Thirty Thousand Dollars (\$30,000) paid to Seller.

2. Closing.

The closing and consummation of the transactions contemplated by this Agreement (the "Closing"), shall take place on May 1, 2018 upon signatures of both parties. At that time, Seller will expeditiously transfer trademarks, domains, and administrative control of the platform to Buyer to complete the asset transfer.

3. Intellectual Property.

a) Exhibit A lists Marks owned by the Seller and/or previous owners. All Marks that have that have been registered with the United States Patent and Trademark Office are currently in compliance with applicable legal requirements, and are valid and enforceable. Seller does not own any patents or patent applications that may be patentable related to the Yonder digital platform.

b) Exhibit B lists the Domain Names owned by the Seller. All domains have been registered with the indicated registrar and are currently unexpired.

c) There are no licenses, sublicenses or other agreements pursuant to which Seller is authorized to use any Intellectual Property owned by a third party in connection with the Yonder digital platform other than Third Party Licenses that consist solely of "shrink wrap" and similar commercially available end user licenses.



d) There are no licenses, sublicenses and other agreements pursuant to which a third party is authorized to use any Seller Owned Intellectual Property.

e) The Seller warrants that nothing in the intellectual property, nor Buyers use of the intellectual property will infringe or constitute a misappropriating on the Intellectual Property rights of a third party.

f) The Seller owns the entire right, interest and title to each item of Intellectual Property related to the Yonder digital platform free and clear of liens or encumbrances.

g) The Seller may have claim to other Trademarks that may or may not be in good standing and were registered in Australia, Canada and EU. These additional Trademarks were registered by GMD and/or AIM (prior owners). Seller will assist Buyer if requested to secure transfer of relevant trademarks.

4. Indemnification.

(a) Seller shall indemnify and hold Buyer harmless from any and all losses, claims, liabilities, damages, obligations, liens, encumbrances, costs and expenses, including reasonable attorney fees and expenses (collectively, "Damages"), that are suffered or incurred by Buyer that arise as a result of any breach of the covenants, warranties or representations set forth in this Agreement or the Related Agreements.

(b) Buyer shall indemnify and hold Seller harmless from any and all Damages that are suffered or incurred by Seller that arise as a result of: (i) any breach of the covenants, warranties or representations set forth in this Agreement by Buyer, or (ii) Buyer's ownership and utilization of the Purchased Assets on and after the Closing Date.

5. LIMITATION OF LIABILITY. IN NO EVENT SHALL A PARTY BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES OF ANY KIND, EVEN IF IT HAS BEEN INFORMED IN ADVANCE OF THE POSSIBILITY OF SUCH DAMAGES. THIS LIMITATION SHALL APPLY, REGARDLESS OF WHETHER ANY REMEDY SET FORTH HEREIN FAILS OF ITS ESSENTIAL PURPOSE AND REGARDLESS OF WHETHER A CLAIM OR ACTION IS BASED IN CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY, CONTRIBUTION, INDEMNITY OR ANY OTHER LEGAL THEORY.

6. Entire Agreement, Waiver and Modification. This Agreement, including the Exhibits and Schedules attached hereto, sets forth the entire understanding of the parties concerning the subject matter hereof and incorporates all prior negotiations, understandings and agreements. There are no covenants, promises, agreements, conditions or understandings, either oral or written, between them relating to the subject matter of this Agreement other than those set forth herein.

7. Applicable Law and Venue. This Agreement shall be construed and governed under and by the laws of the State of Delaware.

8. Attorney's Fees. In the event any litigation, mediation, arbitration, or controversy between the parties hereto arises out of or relates to this Agreement, the prevailing party in such litigation, mediation, arbitration or controversy shall be entitled to recover from the other party all reasonable attorneys' fees, expenses and suit costs, including those associated with any appellate proceedings or any post-judgment collection proceedings.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed and delivered on the date first set forth above.

SELLER:

MICHAEL KESHIAN

By: *Mike Keshian*

Name: Michael Keshian

Date: May 1, 2018

Buyer:

Outdoor Reservation Management Group Inc

By: 

Name: J. Craig Pettigrew

Its: Founder and CEO

Date: May 1, 2018

**EXHIBIT A**

**TRADEMARK REGISTRATIONS**

TRADEMARK	OWNER OF MARK	STATUS	APP. NUMBER / DATE	REG. NUMBER	COUNTRY	REG. DATE
YONDER	Assignor	Published	1601035 01/14/14	N/A	Australia	N/A
YONDER	Assignor	Active	1645970 10/02/13	TMA 920097	Canada	11/12/15
YONDER	Assignor	Active	012535472 01/27/14	012535472	European Community	06/20/14
YONDER	Assignor	Active	77/560879 09/02/08	3652538	United States	07/07/09
YONDER	Assignor	Active	85/893742 04/03/13	4653620	United States	12/09/14
YONDER	Assignor	Active	86/761096 09/18/15	N/A	United States	N/A

**EXHIBIT B**

**DOMAIN NAMES**

**Go Daddy**

Yondr.net

Yondr.org

Yondr.com

**101Domains**

Yonder.it

Yondr.it:

# EXHIBIT B

Yonder Prior Ownership  
by Michael ("Mike") Keshian  
CEO of LuvByrd

## PURCHASE AND SALE AGREEMENT

THIS PURCHASE AND SALE AGREEMENT (this "Agreement"), between Cruz Bay Publishing, Inc., a Delaware corporation in good standing whose address is 300 Continental Blvd., Suite 650, El Segundo, CA 90245 ("Seller"), and Luvbyrd, an LLC in good standing whose address is 700 Colorado Blvd., #616, Denver, CO 80206 ("Buyer"), is dated and effective as of March 13, 2017 (the "Effective Date").

### RECITALS

A. Seller (i) owns and operates "Yonder", a mobile app and social engagement platform in the outdoor and travel market, (ii) maintains and operates related website www.yonder.it, (iii) controls various domain names and trademark registrations, and (iv) has the standing and authority to execute this Agreement without liability or encumbrance.

B. Buyer (i) has secured sufficient funds to purchase and acquire the Yonder digital platform from Seller, and (ii) is free from liabilities or encumbrances that may prevent it from consummating any of the its commitments this Agreement.

C. Seller desires to sell to Buyer all assets related to the Yonder business, and Buyer desires to purchase such assets of Seller.

### AGREEMENTS

For good and valuable consideration, the parties agree as follows:

1. Purchase and Sale of Purchased Assets.

(a) Subject to the terms and conditions set forth herein, Seller hereby agrees to sell and assign to Buyer, and Buyer hereby agrees to purchase and accept from Seller, for the Purchase Price (defined below), all rights, title and interest that Seller has in the assets related to the Yonder digital platform.

(b) The following property and assets used in the operation of the Yonder digital platform are hereby expressly included as part of the Purchased Assets:

- i. all Marks and internet domains;
- ii. all logins for owned and licensed software programs;
- iii. native iOS and Android app code;
- iv. all user accounts and associated data;
- v. user-generated images and related metadata;
- vi. fully-architected backend infrastructure built on AWS.

(c) Except as otherwise provided in this Agreement, Seller makes no other representation or warranty, express or implied, in respect to the Purchased Assets, including, without limitation, with respect to merchantability or fitness for any particular purpose, and any such other representations or warranties are hereby expressly disclaimed. Buyer acknowledges and agrees that Buyer is purchasing the Purchased Assets on an "as-is, where-is" basis.

2. Assumption of Liabilities.

(a) As part of the Purchase Price, Buyer agrees to assume as of the Closing only the following liabilities of the Seller:

(i) the obligation to provide promotional support for the Lefthand Brewery campaign through June 15, 2017, which is purely barter with no monetary liability; and

(ii) the operating costs for the Yonder digital platform incurred after the Closing Date.

4. Purchase Price. The aggregate consideration payable by Buyer to Seller for the Purchased Assets shall be (i) Thirty Thousand Dollars (\$30,000). The Cash Consideration shall be payable as follows:

(a) On March 13, 2017, Buyer shall deliver to Seller a cash payment in the amount of Ten Thousand Dollars (\$10,000) by check.

(b) In addition, Buyer shall deliver to Seller additional cash payments in the amount of Ten Thousand Dollars (\$10,000) each by check on March 31, 2017 and April 30, 2017.

5. Closing. The closing and consummation of the transactions contemplated by this Agreement (the "Closing"), shall take place on March 31, 2017 upon receipt of the second of three payments from Buyer. At that time, Seller will expeditiously transfer trademarks, domains, and administrative control of the platform to Buyer to complete the asset transfer. At the request of Buyer, the Seller agrees to provide access to the Yonder system and operations prior to March 31, 2017 so the Buyer can familiarize itself with the code and tools. Additionally, Seller agrees not to publicize the acquisition before July 1, 2017 without Buyer's approval, to fulfill its promotional commitments for the Lefthand Brewery deal, and to continue supporting Yonder through posts and endorsements.

6. Intellectual Property.

a) Schedule 1 lists Marks owned by the Seller. All Marks that have been registered with the United States Patent and Trademark Office are currently in compliance with applicable legal requirements, and are valid and enforceable. Seller does not own any patents or patent applications that may be patentable related to the Yonder digital platform.

b) There are no licenses, sublicenses or other agreements pursuant to which Seller is authorized to use any Intellectual Property owned by a third party in connection with the

Yonder digital platform other than Third Party Licenses that consist solely of "shrink wrap" and similar commercially available end user licenses.

c) There are no licenses, sublicenses and other agreements pursuant to which a third party is authorized to use any Seller Owned Intellectual Property.

d) The Seller owns the entire right, interest and title to each item of Intellectual Property related to the Yonder digital platform free and clear of liens or encumbrances.

7. Indemnification.

(a) Seller shall indemnify and hold Buyer harmless from any and all losses, claims, liabilities, damages, obligations, liens, encumbrances, costs and expenses, including reasonable attorney fees and expenses (collectively, "Damages"), that are suffered or incurred by Buyer that arise as a result of any breach of the covenants, warranties or representations set forth in this Agreement or the Related Agreements.

(b) Buyer shall indemnify and hold Seller harmless from any and all Damages that are suffered or incurred by Seller that arise as a result of: (i) any breach of the covenants, warranties or representations set forth in this Agreement by Buyer, or (ii) Buyer's ownership and utilization of the Purchased Assets on and after the Closing Date.

8. LIMITATION OF LIABILITY. IN NO EVENT SHALL A PARTY BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES OF ANY KIND, EVEN IF IT HAS BEEN INFORMED IN ADVANCE OF THE POSSIBILITY OF SUCH DAMAGES. THIS LIMITATION SHALL APPLY, REGARDLESS OF WHETHER ANY REMEDY SET FORTH HEREIN FAILS OF ITS ESSENTIAL PURPOSE AND REGARDLESS OF WHETHER A CLAIM OR ACTION IS BASED IN CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY, CONTRIBUTION, INDEMNITY OR ANY OTHER LEGAL THEORY.

9. Entire Agreement, Waiver and Modification. This Agreement, including the Exhibits and Schedules attached hereto, sets forth the entire understanding of the parties concerning the subject matter hereof and incorporates all prior negotiations, understandings and agreements. There are no covenants, promises, agreements, conditions or understandings, either oral or written, between them relating to the subject matter of this Agreement other than those set forth herein.

10. Applicable Law and Venue. This Agreement shall be construed and governed under and by the laws of the State of Delaware.

11. Attorney's Fees. In the event any litigation, mediation, arbitration, or controversy between the parties hereto arises out of or relates to this Agreement, the prevailing party in such litigation, mediation, arbitration or controversy shall be entitled to recover from the other party



all reasonable attorneys' fees, expenses and suit costs, including those associated with any appellate proceedings or any post-judgment collection proceedings.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed and delivered on the date first set forth above.

**SELLER:**

CRUZ BAY PUBLISHING, INC.

By: 

Name: Jonathan Dorn

Its: Senior Vice President

Date: March 13, 2017

**BUYER:**

LUVBYRD

By: 

Name: Michael Keshian

Its: CEO

Date: MARCH 13, 2017

**SCHEDULE I**

Trademark Registrations

TRADEMARK	OWNER OF MARK	STATUS	APP. NUMBER / DATE	REG. NUMBER	COUNTRY	REG. DATE
YONDER	Seller	Published	1601035 01/14/14	N/A	Australia	N/A
YONDER	Seller	Active	1645970 10/02/13	TMA 920097	Canada	11/12/15
YONDER	Seller	Active	012535472 01/27/14	012535472 06/20/14	European Community	06/20/14
YONDER	Seller	Active	77/560879 09/02/08	3652338	United States	07/07/09
YONDER	Seller	Active	88/893742 04/03/13	4653620	United States	12/09/14
YONDER	Seller	Active	86/761096 09/18/15	N/A	United States	N/A