

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM582444

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	NUNC PRO TUNC ASSIGNMENT		
EFFECTIVE DATE:	04/15/2018		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Luvbyrd, LLC		06/15/2020	Limited Liability Company:
RECEIVING PARTY DATA			
Name:	Mike Keshian		
Street Address:	700 Colorade Blvd. #616		
City:	Denver		
State/Country:	COLORADO		
Postal Code:	80206		
Entity Type:	INDIVIDUAL: UNITED STATES		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	3652538	YONDER	
Registration Number:	4653620	YONDER	
CORRESPONDENCE DATA			
Fax Number:	3102295800		
<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:	310-552-0130		
Email:	dmartinez@robinskaplan.com		
Correspondent Name:	David Martinez		
Address Line 1:	2049 Century Park East Suite 3400		
Address Line 4:	Los Angeles, CALIFORNIA 90067		
NAME OF SUBMITTER:	David Martinez		
SIGNATURE:	/David Martinez/		
DATE SIGNED:	06/22/2020		
Total Attachments: 5			
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OP \$65.00 3652538

AGREEMENT AND TRADEMARK ASSIGNMENT

This Nunc Pro Tunc Agreement and Trademark Assignment (“Agreement”) is made and effective as of April 15, 2018 (“Effective Date”) by and between Luvbyrd LLC, located at 700 Colorado Blvd #616, Denver, CO 80206 (“Assignor”) on the one hand and Mike Keshian (“Assignee”) on the other hand. The Assignor and the Assignee may hereinafter be referred to individually as a “Party” and/or collectively as the “Parties.”

1. Purchase and Sale of Purchased Assets

- (a) Assignor hereby agrees to sell and assign to Assignee, and Assignee hereby agrees to purchase and accept from Assignor, for good and valuable consideration, including without limitation services provided and the amount of \$10.00, the receipt and sufficiency of which is hereby acknowledged, all rights, title and interest that Assignor has in the assets related to the Yonder digital platform and trademarks.
- (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 rights title and interest throughout the world in the trademarks, registered trademarks, trademark applications, service marks, registered service marks, and service mark applications and internet domains identified in Exhibit A, together with the goodwill of the Assignor’s business connected with and symbolized by said trademarks, together with the sole and exclusive rights to sue for past, present, and future infringements or misappropriations (the “Marks”);
 - 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, Assignor 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. Assignee acknowledges and agrees that Assignee is purchasing the Purchased Assets on an "as-is, where-is" basis.

2. Indemnification.

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

3. Entire Agreement, Waiver and Modification. This Agreement, including the Nunc Pro Tunc Assignment and the Exhibits 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.

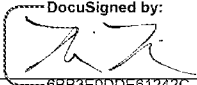
4. Applicable Law and Venue. This Agreement shall be construed and governed under and by the laws of the State of Delaware.

5. Successors and Assigns. All references in this Agreement to the Parties shall be deemed to include, as applicable, a reference to their respective successors and assigns. The parties expressly intend that the provisions of this Agreement shall be binding upon and shall expressly inure to the benefit of the successors and assigns of the Parties.

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

Date: June 15, 2020

Assignor: Luvbyrd, LLC

By: 
 6BB3E0DDE61242C...

Name: Mike Keshian
Its: Managing Member and CEO

Date: June 15, 2020

Assignee: Mike Keshian

By: 
 6BB3E0DDE61242C...
Mike Keshian

NUNC PRO TUNC TRADEMARK ASSIGNMENT

This Nunc Pro Tunc Trademark Assignment (“Agreement”) is made and effective as of April 15, 2018 (“Effective Date”) by and between Luvbyrd LLC, located at 700 Colorado Blvd #616, Denver, CO 80206 (“Assignor”) on the one hand and Mike Keshian (“Assignee”) on the other hand. The Assignor and the Assignee may hereinafter be referred to individually as a “Party” and/or collectively as the “Parties.”

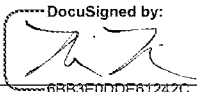
WHEREAS, the Assignor is the owner of as on the Effective Date and assigns Assignee all of its right, title, and interest anywhere in the world in and to those certain trademarks, registered trademarks, trademark applications, service marks, registered service marks, and service mark applications, and domain names identified in Exhibit A, including all common law rights associated therewith, together with the goodwill of the Assignor business connected with and symbolized by said trademarks, together with the sole and exclusive rights to sue for past, present, and future infringements or misappropriations (the “Marks”).

WHEREAS, the Assignee desires to purchase or acquire all of the Assignor’s right, title, and interest in and to the Marks.

NOW, THEREFORE, in consideration of the covenants and premises set forth herein, and for other good for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor sells, assigns, transfers, conveys and delivers to Assignee, and Assignee acquires from Assignor, the Marks and domain names set forth in Exhibit A.

Date: June 15, 2020

Assignor: Luvbyrd, LLC

By:  _____
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Name: Mike Keshian
Its: Managing Member and CEO

Date: June 15, 2020

Assignee: Mike Keshian

By:  _____
6BB3E0DDE61242C...
Mike Keshian

EXHIBIT ATRADEMARK 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 A
DOMAIN NAMES

Godaddy.com

Yondr.org

Yondr.com

Yondr.net

101 Domains

Yonder.it

Yondr.it: