

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM335360

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Summit Sports, Inc.		03/02/2015	CORPORATION: MICHIGAN
RECEIVING PARTY DATA			
Name:	Summit Sports LLC		
Street Address:	c/o Digital Fuel Capital, LLC		
Internal Address:	339 Auburn Street, Suite 12		
City:	Newton		
State/Country:	MASSACHUSETTS		
Postal Code:	02466		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	2496255	SUMMIT SPORTS	
Registration Number:	2941703	SUMMIT SPORTS	
CORRESPONDENCE DATA			
Fax Number:	6179372400		
<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:	6179372300		
Email:	aanderson@cooley.com		
Correspondent Name:	Anna Anderson c/o Cooley LLP		
Address Line 1:	1299 Pennsylvania Ave., NW		
Address Line 2:	Suite 700		
Address Line 4:	Washington, D.C. 20004		
ATTORNEY DOCKET NUMBER:	321119.102		
NAME OF SUBMITTER:	Anna Anderson		
SIGNATURE:	/ABA/		
DATE SIGNED:	03/17/2015		
Total Attachments: 4			
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TRADEMARK AND DOMAIN NAME ASSIGNMENT AGREEMENT

THIS TRADEMARK AND DOMAIN ASSIGNMENT AGREEMENT is made effective as of March 2, 2015 (the "Agreement"), and is executed by and between **SUMMIT SPORTS, INC.** ("Assignor") and **SUMMIT SPORTS LLC** ("Assignee").

WHEREAS, Assignor is the owner of the United States service mark registration nos. 2,496,255 and 2,941,703 for the mark Summit Sports (the "Mark");

WHEREAS, Assignor is the owner and registrant of the domain names listed on Exhibit A attached hereto (collectively, the "Domain Names");

WHEREAS, Assignor desires to acquire ownership of the Mark and the Domain Names and Assignee desires to transfer ownership of the Mark and the Domain Names to Assignee, in connection with that certain Asset Purchase Agreement (the "Purchase Agreement") dated as of the date hereof, among Assignor, Assignee, Steven Kopitz, Andrew Schepper, Gregory Glickfeld and Digital Fuel Sports Partners, LLC.

NOW, THEREFORE, in consideration of the premises, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the parties hereto, the parties hereto, intending to be bound, hereby agree to incorporate the foregoing recitals into this Agreement and further agree as follows:

1. Assignment.

a. Trademark Assignment. Assignor hereby irrevocably assigns, transfers and delivers to Assignee all of its right, title and interest in and to the Mark, including without limitation all common law rights therein and the trademark registration therefore, together with the goodwill of the business associated with or symbolized by the Mark, the right to sue for and collect damages for past infringement thereof, and all other benefits of the Mark. Assignor does further consent to the recordation of the assignment by Assignee with the United States Patent and Trademark Office.

b. Domain Names Assignment. Assignor hereby irrevocably assigns, transfers and contributes to Assignee all of its right, title and interest in and to the Domain Names, and any other intellectual proprietary rights therein that may exist including without any limitation, any related trademarks, service marks, trade names and other intellectual property rights to the Domain Names, whether such rights are registered or not, and all rights of priority therein, and the right to recover for damages and profits and all other remedies for past infringements thereof, and any and all appurtenant goodwill associated therewith. Assignor agrees that, upon Assignee's reasonable request, it will take all steps necessary to effect the transfer of the Domain Names to Assignee including without limitation: (i) providing Assignee with an operable, unexpired authorization code for the Domain Names; (ii) unlocking the Domain Names; (iii) removing any WHOIS privacy protection, if applicable; (iv) responding to any correspondence from Assignee, its counsel, the registrar or any other party seeking confirmation of the Domain Names transfer; and (v) taking any and all steps necessary to effectuate the Domain Names transfer to Assignee.

2. Additional Actions. At any time after the date of this Agreement, at Assignee's request and expense, Assignor shall execute and deliver to Assignee such other instruments and documents, and take such other actions, as Assignee may deem necessary or desirable to effect, evidence, record and perfect the transfer and assignment contemplated by this Agreement.

3. Representations and Warranties. This Agreement is subject to the representations, warranties, covenants, terms, and conditions of the Purchase agreement and to the extent of any conflict with any provisions of the Purchase Agreement, the provisions of the Purchase Agreement shall control.

4. Successors and Assigns. This Agreement will be fully binding upon, inure to the benefit of and be enforceable by the parties and their respective successors and assigns.

5. Governing Law. This Agreement will be governed by and construed under the laws of the State of Delaware, without regard to conflicts of laws principles that would require the application of any other law.


7. Counterparts. This Agreement may be executed in any number of counterparts and delivered by facsimile or PDF, each of which shall be deemed an original but all of which together will constitute one and the same instrument.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first written above.

ASSIGNOR:

SUMMIT SPORTS, INC.

By:  _____

Its: President _____

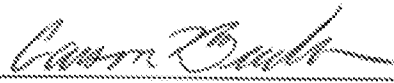
IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first written above.

ASSIGNEE:

SUMMIT SPORTS LLC

By: Digital Fuel Sports Partners, LLC,
its Sole Member

By: Digital Fuel Capital, LLC
its Manager

By: 
Name: Carson Biederman
Title: President

[Signature Page to Trademark and Domain Name Assignment Agreement]