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**ASSIGNMENT OF TRADEMARKS**

This ASSIGNMENT OF TRADEMARKS (this "Assignment"), is entered into and made effective as of April 7, 2015, between Athletic Scholarships LLC, a California limited liability company, on the one hand ("Assignor"), and National Collegiate Scouting Association LLC, a Delaware limited liability company ("Assignee"), on the other hand. Assignor and Assignee are referred to herein collectively as the "Parties" and each of them individually as a "Party".

WHEREAS, Assignor is the sole and exclusive owner in the United States of the service mark ATHNET("the Mark") and the federal registration for ATHNET (the "Registration") listed on Exhibit A and made part hereof; and

WHEREAS, in connection with that certain Asset Purchase and Contribution Agreement dated as of the date hereof (the "Asset Purchase Agreement"), Assignee wishes to acquire from Assignor, and Assignor wishes to assign, transfer, convey and deliver to Assignee, the Mark and Registration, together with all common law rights therein and all goodwill of the business associated with and symbolized by the Mark and Registration.

NOW THEREFORE, in consideration of the foregoing premises and the mutual covenants and agreements contained herein and in the Asset Purchase Agreement and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties, intending to be legally bound, do hereby agree as follows:

1. Definitions. Unless otherwise defined herein, all capitalized terms used in this Assignment shall have the respective meanings ascribed to them in the Asset Purchase Agreement.

2. Conveyance and Acceptance of Mark and Registration. Effective as of date hereof, (a) Assignor hereby irrevocably, without reservation, assigns, transfers, conveys and delivers to Assignee (and to Assignee's successors and assigns), all of its right, title and interest in and to the Mark and Registration in the United States, including all common law rights therein, together with all proceeds, benefits, privileges, causes of action, and remedies relating to the Mark and Registration, all rights to bring an action, whether at law or in equity, for infringement, dilution, misappropriation, misuse or other violation of the Mark and Registration against any third party, all rights to recover damages, profits and injunctive relief for all past, present or future infringement, dilution, misappropriation, misuse, or other violation of the Mark and Registration, and all goodwill of the business associated with and symbolized by the Mark and Registration and (b) Assignee hereby accepts such assignment, transfer, conveyance, and delivery.

3. Recordation. Assignor hereby authorizes Assignee to record this Assignment with the U.S. Patent and Trademark Office and all other applicable foreign trademark offices or other relevant Governmental Authorities.

4. Further Acts. Assignor shall duly execute and deliver, or cause to be duly executed and delivered, such further instruments and do and cause to be done such further acts and things, including the filing of such assignments, agreements, documents and instruments, as

may be necessary or as Assignee may reasonably request in order to fulfill the purposes and intent of this Assignment. Assignor shall deliver, or instruct Assignor's counsel to deliver, to Assignee a list of all deadlines relating to the Mark and Registration within five (5) days of execution hereof. Furthermore, Assignor shall deliver, or instruct Assignor's trademark counsel to deliver, to Assignee the original files (or true and accurate copies thereof) of Assignor or Assignor's trademark counsel relating to the Mark and Registration, including without limitation any and all documents reflecting first use of the Mark, representative specimens showing current use of the Mark (to the extent such Mark is currently in use or if the Mark is no longer in use, the date of last use) and any documents relating to the validity or enforceability of the Mark and Registration, it being understood that the Assignor shall promptly initiate the delivery process and that all original files shall be delivered to Assignee no later than thirty (30) days after the execution hereof. Assignor also shall promptly forward, or instruct Assignor's trademark counsel to forward, to Assignee any correspondence, notices, or other communication relating to the Mark and Registration that Assignor or Assignor's trademark counsel may receive from any trademark office or from any third party in connection with or relating to the Mark and Registration.

5. Governing Law. This Assignment shall be governed by and construed in accordance with the laws of the State of New York, without regard to the conflicts of law rules of such state.

6. Jurisdiction. With respect to any suit, action or proceeding relating to this Assignment (each, a "Proceeding"), each Party hereto irrevocably (i) agrees and consents to be subject to the jurisdiction of the United States District Court for the Southern District of New York or any New York State court sitting in New York City and (ii) waives any objection which it may have at any time to the laying of venue of any Proceeding brought in any such court, waives any claim that such Proceeding has been brought in an inconvenient forum and further waives the right to object, with respect to such Proceeding, that such court does not have any jurisdiction over such Party.

7. Successors and Assigns. This Assignment shall inure to the benefit of and be binding upon the Parties hereto and their respective successors and permitted assigns.

8. Entire Agreement. This Assignment (including all Exhibits hereto), together with the Asset Purchase Agreement, contains the entire agreement among the Parties hereto with respect to the subject matter hereof and supersedes all prior agreements and understandings, oral or written, with respect to such matters.

9. Amendment. Any provision of this Assignment may be amended or waived if, and only if, such amendment or waiver is in writing and signed, in the case of an amendment, by each of the Parties hereto, or in the case of a waiver, by the Party against whom the waiver is to be effective. No failure or delay by any Party in exercising any right, power or privilege hereunder shall operate as a waiver thereof nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

10. Severability. The provisions of this Assignment shall be deemed severable and the invalidity or unenforceability of any provision shall not affect the validity or enforceability of the other provisions hereof. If any term or other provision of this Assignment, or the application thereof to any Person or any circumstance, is invalid, illegal or unenforceable, (a) a suitable and equitable provision shall be substituted therefor in order to carry out, so far as may be valid and enforceable, the intent and purpose of such invalid or unenforceable provision and (b) the remainder of this Assignment and the application of such provision to other Persons or circumstances shall not be affected by such invalidity, illegality or unenforceability, nor shall such invalidity, illegality or unenforceability affect the validity or enforceability of such provision, or the application thereof, in any other jurisdiction.

11. Counterparts. This Assignment may be executed in one or more counterparts, each of which shall be deemed an original, and all of which shall constitute one and the same agreement and shall become effective when one or more counterparts have been signed by each of the Parties and delivered to the other Parties, it being understood that all Parties need not sign the same counterpart. This Assignment may be executed by facsimile signatures and such signatures shall be deemed to bind each of the Parties hereto as if they were original signatures.

*SIGNATURE PAGE FOLLOWS*

IN WITNESS WHEREOF, each of the Parties have caused this Assignment to be duly executed and delivered as of the day and year first above written.

ATHLETIC SCHOLARSHIPS LLC

By: Michael Lancaster  
Name: Michael Lancaster  
Title: Managing Member

NATIONAL COLLEGIATE SCOUTING ASSOCIATION LLC

By: Reigning Champs LLC, its Sole Member

By: \_\_\_\_\_  
Name:  
Title:

*[SIGNATURE PAGE TO ASSIGNMENT OF TRADEMARKS]*

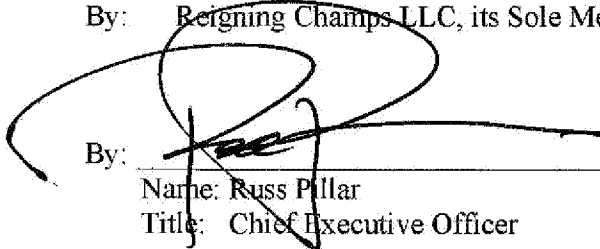
IN WITNESS WHEREOF, each of the Parties have caused this Assignment to be duly executed and delivered as of the day and year first above written.

ATHLETIC SCHOLARSHIPS LLC

By: \_\_\_\_\_  
Name:  
Title:

NATIONAL COLLEGIATE SCOUTING ASSOCIATION LLC

By: ~~Reigning Champs LLC, its Sole Member~~

By:  \_\_\_\_\_  
Name: Russ Pillar  
Title: Chief Executive Officer

*[Signature Page to Assignment of Trademarks]*

**EXHIBIT A**

**ATHNET Trademark Registration**

(See Attached.)



**United States of America**  
United States Patent and Trademark Office

# ATHNET

**Reg. No. 4,550,667**

**Registered June 17, 2014**

**Int. Cl.: 35**

**SERVICE MARK**

**PRINCIPAL REGISTER**

ATHLETIC SCHOLARSHIPS LLC (CALIFORNIA LIMITED LIABILITY COMPANY)  
1568 LOMBARD ST.  
SAN FRANCISCO, CA 94123

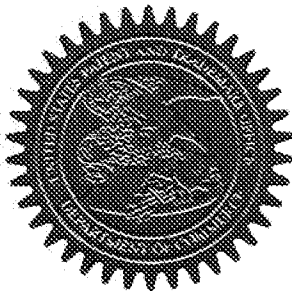
FOR: SPORTS RECRUITING SERVICES FOR ATHLETES; BUILDING ATHLETIC PROFILES FOR ATHLETES FOR RECRUITING PURPOSES AND MARKETING ATHLETES TO PROSPECTIVE COACHES; PROVIDING A DATABASE FOR RECRUITING PURPOSES FEATURING ATHLETES AND COACHES AND PROVIDING RECRUITING TOOLS AND RECRUITING INFORMATION TO ATHLETES AND COACHES IN CONNECTION THEREWITH, IN CLASS 35 (U.S. CLS. 100, 101 AND 102).

FIRST USE 10-23-2011; IN COMMERCE 10-23-2011.

THE MARK CONSISTS OF STANDARD CHARACTERS WITHOUT CLAIM TO ANY PARTICULAR FONT, STYLE, SIZE, OR COLOR.

SER. NO. 86-062,829, FILED 9-12-2013.

JACLYN KIDWELL WALKER, EXAMINING ATTORNEY



*Michelle K. Lee*

Deputy Director of the United States  
Patent and Trademark Office