OP \$115.00 3623673

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM358433

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
10th Man, LLC		03/17/2015	LIMITED LIABILITY COMPANY: WASHINGTON

RECEIVING PARTY DATA

Name:	SportsFanKing LLC
Street Address:	15221 Beaver Marsh Road
City:	Mount Vernon
State/Country:	WASHINGTON
Postal Code:	98273
Entity Type:	LIMITED LIABILITY COMPANY: WASHINGTON

PROPERTY NUMBERS Total: 4

Property Type	Number	Word Mark
Registration Number:	3623673	FOXIEST FANS
Registration Number:	3627702	CRAZIEST FANS
Registration Number:	3623667	LOUDEST FANS
Registration Number:	4290364	10TH MAN

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: 2065885981

Email: danny@veritrademark.com

Correspondent Name: Danny Bronski

Address Line 1: 1411 East Olive Way

Address Line 4: Seattle, WASHINGTON 98122

NAME OF SUBMITTER:	Daniel M Bronski
SIGNATURE:	/daniel m bronski/
DATE SIGNED:	10/13/2015

Total Attachments: 7

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TRADEMARK AND ASSET ASSIGNMENT AGREEMENT

This TRADEMARK AND ASSET ASSIGNMENT AGREEMENT ("Trademark Assignment"), dated as of November 10, 2014 is made by 10TH MAN, LLC ("Seller"), a Washington limited liability company in favor of SPORTSFANKING LLC ("Buyer"), a Washington limited liability company, the beneficiary of a resolution whereby Seller granted to Keith Knoernschild, a member of Buyer and a former member of Seller, all of its interest in certain assets in an agreement dated as of or about November 10, 2014 (the "Buyer Corporate Resolution").

WHEREAS, under the terms of the Buyer Corporate Resolution, Seller has conveyed, transferred and assigned to Keith Knoernschild, who now transfers to Buyer, among other assets, certain intellectual property interest of Seller, and has agreed to execute and deliver this Trademark Assignment, for recording with governmental authorities including, but not limited to, the US Patent and Trademark Office;

NOW THEREFORE, the parties agree as follows:

- 1. <u>Assignment</u>. In consideration for the execution of the Buyer Corporate Resolution, the payment of the consideration stipulated in the Buyer Corporate Resolution, if applicable, and other good and valuable consideration, the receipt and sufficiency are hereby acknowledged, Seller hereby irrevocably conveys, transfers and assigns to Buyer, and Buyer hereby accepts, all of Seller's right, title and interest in and to the following (the "Assigned Trademarks"), together with the domains and goodwill of the business connected with the use of, and symbolized by, the Assigned Trademarks:
- (a) the trademark registrations and trademark applications set forth on Schedule 1 hereto and all issuances, extensions and renewals thereof;
- (b) all rights of any kind whatsoever of Seller 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 and/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. <u>Recordation and Further Actions</u>. Seller authorizes the Commissioner for Trademarks and any other governmental officials to record and register this Trademark Assignment upon request by Buyer. Seller shall take such steps and actions following the date hereof, including the execution of any documents, files, registrations, or other similar items, to ensure that the Assigned Trademarks are properly assigned to Buyer, or any assignee or successor thereto.
- 3. Terms of the Buyer Corporate Resolution. The terms of the Buyer Corporate Resolution, including, but not limited to, the representations, warranties, covenants, agreements and indemnities relating to the Assigned Trademarks are incorporated herein by this reference. The parties hereto acknowledge and agree that the representations, warranties, covenants, agreements and indemnities contained in the Buyer Corporate Resolution shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. In the event of any conflict or inconsistency between the terms of the Buyer Corporate Resolution and the terms hereof, the terms of the Buyer Corporate Resolution shall govern.
- 4. <u>Counterparts</u>. This Trademark Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Trademark 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 Trademark Assignment.
- 5. <u>Successors and Assigns</u>. This Trademark Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.
- 6. <u>Governing Law</u>. This Trademark 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 Trademark 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 Washington, without giving effect to any choice or conflict of law provision or rule (whether of the State of Washington or any other jurisdiction).

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Seller has duly executed and delivered this Trademark Assignment as of the date first above written.

10TH MAN, LIC

By:

M2 Ventures/LLC, Member of 10th

Man, LLC

By: Joe Maas, Member of M2

Ventures, LLC

AGREED TO AND ACCEPTED:

SPORTSFANKING LLC

By: Keith knoernschild

Name: Keith Knoernschild

Title: Member

SCHEDULE 1

ASSIGNED TRADEMARK REGISTRATIONS AND APPLICATIONS

FOXIEST FANS (U.S. REGISTRATION NO. 3623673)

WILDEST FANS (U.S. REGISTRATION NO. 3627703)

LOUDEST FANS (U.S. REGISTRATION NO. 3623667)

CRAZIEST FANS (U.S. REGISTRATION NO. 3627702)

COOLEST FANS (U.S. REGISTRATION NO. 3623665)

10TH MAN (U.S. REGISTRATION NO. 4290364, INTERNATIONAL REGISTRATION NO. 0935484)

ASSIGNED DOMAINS (AND STATUS)

10THFAN.COM	6/21/2016	ACTIVE	OFF	ON		
10THFANS.COM	3/5/2016	ACTIVE	OFF	ON		
10THMAN.BIZ	3/28/2016	ACTIVE	OFF	ON		
10THMAN.CO	2/5/2015	ACTIVE	OFF	ON		
10THMAN.COM	6/4/2016	ACTIVE	OFF	ON		
10THMAN.INFO	1/24/2015	EXPIRED - R	ENEW	ABLE	OFF	ON
10THMAN.MOBI	1/24/2015	EXPIRED - R	LENEW	ABLE	OFF	ON
10THMAN.NET	6/14/2016	ACTIVE	OFF	ON		
10THMAN.ORG	1/24/2016	ACTIVE	OFF	ON		
10THMAN.US	3/28/2015	ACTIVE	OFF	ON		
10THMAN.WS	1/24/2015	EXPIRED - R	ENEW	ABLE	OFF	ON
10THMANBASEBA	LL.COM	3/3/2016	ACTI	VE	OFF	ON

10THMANCLUB.COM	2/1/20	016	ACTI	VE	OFF	ON		
10THMANFANS.COM	2/25/2	2015	ACTI	VE	OFF	ON		
10THMANINC.COM3/24/2	015	ACTI	VE	OFF	ON			
10THMANLLC.COM	3/24/2	2015	ACTI	VE	OFF	ON		
10THMANMUSIC.COM	3/3/20	016	ACTI	VE	OFF	ON		
10THMANNATION.COM	7/2/20)16	ACTI	VE	OFF	ON		
10THWOMAN.COM 12/17/	2016	ACTI	VE	OFF	ON			
COOLESTFANS.COM	6/25/2	.016	ACTI	VE	OFF	ON		
CRAZIESTFAN.COM	7/17/2	016	ACTI	VE	OFF	ON		
CRAZIESTFANS.COM	6/25/2	016	ACTI	VE	OFF	ON		
FOXIESTFAN.COM 7/19/2	016	ACTI	VE	OFF	ON			
FOXIESTFANS.COM	7/19/2	016	ACTI	VE	OFF	ON		
FUNNIESTFAN.COM	3/31/2	016	ACTI	VE	OFF	ON		
FUNNIESTFANS.COM	3/31/2	016	ACTI	VE	OFF	ON		
GOOFIESTFAN.COM	5/9/20	15	ACTI	VE	OFF	ON		
GOOFIESTFANS.COM	5/9/20	115	ACTI	VE	OFF	ON		
HOMEOFTHE10THMAN.C	COM	3/8/20	16	ACTI	VE	OFF	ON	
KINGOFALLFANS.COM	3/27/2	016	ACTI	VE	OFF	ON		
KINGOFBASEBALLFAN.C	COM	3/8/20	16	ACTI	VE	OFF	ON	
KINGOFBASEBALLFANS	.СОМ	1/1/20	16	ACTI	VE	OFF	ON	
KINGOFBASKETBALLFA	N.COM	13/8/20	16	ACTI	VE	OFF	ON	
KINGOFBASKETBALLFA	NS.CO	M	1/30/2	016	ACTI	VE	OFF	ON
KINGOFBOXINGFANS.CC)M	3/21/2	016	ACTIV	VE	OFF	ON	
KINGOFCOFFEEFANS.CO	M	3/29/2	016	ACTI	VE	OFF	ON	

KINGOFFANS.CO.UK	4/8/201	16	ACTIV	Έ	OFF	ON		
KINGOFFOOTBALLFAN.C	COM	3/8/201	16	ACTIV	Æ	OFF	ON	
KINGOFFOOTBALLFANS	СОМ	3/21/20	016	ACTIV	Æ	OFF	ON	
KINGOFGOLFFANS.COM	4/17/20)16	ACTIV	Æ	OFF	ON		
KINGOFHOCKEYFAN.CO	M	3/8/201	16	ACTIV	/E	OFF	ON	
KINGOFHOCKEYFANS.CO	OM	3/21/20)16	ACTIV	/E	OFF	ON	
KINGOFSOCCER.CO.UK	4/18/20)16	ACTIV	Έ	OFF	ON		
KINGOFSOCCERFANS.CC	РМ	1/1/201	16	ACTIV	Έ	OFF	ON	
KINGOFSPORTSFAN.COM	111/13/2	2016	ACTIV	'E	OFF	ON		
KINGOFSPORTSFANS.CO	M	7/24/20)16	ACTIV	Έ	OFF	ON	
KINGOFTHEFAN.COM	3/1/201	16	ACTIV	Έ	OFF	ON		
KINGOFTHEFANS.CO.UK	4/3/201	16	ACTIV	E	OFF	ON		
KINGOFTHEFANS.COM	3/13/20)16	ACTIV	E	OFF	ON		
LOUDESTFAN.COM	7/17/20)16	ACTIV	Æ	OFF	ON		
LOUDESTFANS.COM	6/25/20)16	ACTIV	Æ	OFF	ON		
OFFICIAL10THMAN.COM	4/28/20)16	ACTIV	Œ	OFF	ON		
OFFICIALHOMEOFTHE10	THMA!	v.com	4/28/20)15	ACTIV	Æ	OFF	ON
OFFICIALTENTHMAN.CO	M	4/28/20)16	ACTIV	Æ.	OFF	ON	
PRETTIESTFAN.COM	2/6/201	6	ACTIV	Έ	OFF	ON		
PRETTIESTFANS.COM	2/6/201	.6	ACTIV	'E	OFF	ON		
QUEENOFTHEFAN.COM	3/1/201	.5	ACTIV	Έ	OFF	ON		
QUEENOFTHEFANS.COM	3/31/20)16	ACTIV	Έ	OFF	ON		
ROWDIESTFAN.COM	2/6/201	.5	ACTIV	Œ	OFF	ON		
ROWDIESTFANS.COM	2/6/201	.5	ACTIV	E	OFF	ON		

TENTHMANNATION.COM	17/2/2016	ACTIVE	OFF	ON
THE10THFAN.COM 1/17/2	016 ACTI	VE OFF	ON	
THE10THFANS.COM	3/5/2016	ACTIVE	OFF	ON
THE10THWOMAN.COM	1/17/2016	ACTIVE	OFF	ON
THEKINGOFFANS.COM	12/26/2016	ACTIVE	OFF	ON
THEQUEENOFFANS.COM	3/1/2016	ACTIVE	OFF	ON
WILDESTFAN.COM6/14/2	016 ACTI	VE OFF	ON	
WILDESTFANS.COM	6/25/2016	ACTIVE	OFF	ON