

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM361673

SUBMISSION TYPE:	RESUBMISSION		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
RESUBMIT DOCUMENT ID:	900342020		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Halftime, LLC (f/k/a Scrimmage, LLC)	FORMERLY Scrimmage, LLC	08/31/2015	LIMITED LIABILITY COMPANY: MINNESOTA
RECEIVING PARTY DATA			
Name:	Access Marketing & Communications, LLC		
Doing Business As:	DBA Scrimmage		
Street Address:	630 Madison Avenue		
City:	Manalapan		
State/Country:	NEW JERSEY		
Postal Code:	07726		
Entity Type:	LIMITED LIABILITY COMPANY: NEW JERSEY		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	86123091	PLAYBOOK	
CORRESPONDENCE DATA			
Fax Number:	7322246599		
<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:	732-741-3900		
Email:	kanderson@ghclaw.com		
Correspondent Name:	Kurt E. Anderson		
Address Line 1:	125 Half Mile Road		
Address Line 4:	Red Bank, NEW JERSEY 07701		
ATTORNEY DOCKET NUMBER:	ACCESS MARKETING		
NAME OF SUBMITTER:	Kurt E. Anderson		
SIGNATURE:	/Kurt E. Anderson/		
DATE SIGNED:	11/09/2015		
Total Attachments: 4			
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TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT (this "Assignment"), effective as of November 14, 2014 (the "Effective Date"), is made by and between Halftime, LLC (f/k/a Scrimmage, LLC), a Minnesota limited liability company (hereinafter referred to as the "Assignor") with an address at 219 N 2nd St, Suite 100, Minneapolis, MN 55401 to Access Marketing & Communications LLC, 630 Madison Avenue, Manalapan, NJ 07726 (the "Assignee").

WITNESSETH:

WHEREAS, Assignor and Assignee are parties to that certain Asset Purchase Agreement, dated as of November 14, 2014 (the "Purchase Agreement");

WHEREAS, under the terms of the Purchase Agreement, Assignor has conveyed, transferred, and assigned to Assignee, certain intellectual property of Assignor, including without limitation, the Trademarks (defined below) together with all of the assets of the ongoing and existing business to which such Trademarks pertain; and

WHEREAS, Assignor has agreed to execute and deliver this Trademark Assignment for recording with governmental authorities, including, but not limited to, the United States Patent and Trademark Office.

NOW, THEREFORE, in connection with the consummation of the transactions contemplated by the Purchase Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. The Assignor hereby assigns, transfers and conveys to the Assignee, and the Assignee hereby accepts and assumes, free and clear of any encumbrances, all right, title and interest in and to the following (collectively, the "Assigned IP"):
 - a. the trademarks set forth on Schedule 1 hereto, including, without limitation, all registrations and applications with respect thereto, together with the goodwill connected with the use thereof and symbolized thereby, and all issuances, extensions, and renewals thereof (collectively, the "Trademarks");
 - b. all rights of any kind whatsoever of Seller accruing under the Trademarks 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 the Trademarks; and
 - d. any and all claims and causes of action with respect to the Trademarks, whether accruing before, on, and/or after the Effective 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 not the obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

2. Assignor hereby authorizes and requests the Commissioner of Trademarks of the United States Patent and Trademark Office to record this Assignment and hereby represents and warrants that the Assignor have the full right to convey the entire interest herein assigned.

3. Assignor agrees to execute any further lawful documents and take any other actions that the Assignee may consider necessary or appropriate to fully protect and vest in the Assignee the assigned rights and interests in the Assigned IP and to assist the Assignee in the registration, maintenance, perfection and enforcement of the Assigned IP.

4. The Assignee shall have the further unrestricted right to assign or otherwise dispose of the Assigned IP, this assignment or of any of his rights hereunder, in whole or in. This assignment shall inure to the benefit of the successors and assigns of the Assignee, and shall inure to the benefit of and be binding upon the heirs, legal representatives and assigns of the Assignor.

5. This Agreement shall be construed in accordance with and governed by the laws of the State of New Jersey without regard to principles of conflicts of laws. The exclusive venue for any legal or other proceeding relating to any dispute arising in connection with this agreement shall be the federal or state courts in the State of new Jersey. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

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IN WITNESS WHEREOF, the Assignor and the Assignee have caused this Trademark Assignment to be executed and delivered on August ____, 2015 effective as of November 14, 2014.

ASSIGNOR:

WITNESS:

Halftime, LLC (f/k/a Scrimmage, LLC)



Name:

Name: Casey Collins
Title: Manager

ASSIGNEE:

WITNESS:

Access Marketing & Communications,
LLC



By: _____

Name Derek Lundsten
Title: CEO

Name ..

Schedule 1 – Trademarks

Trademark	Status
PLAYBOOK	US application pending (Ser. No. 86123091)
SCRIMMAGE	Unregistered
ORBIT	Unregistered
AUDIBLE	Unregistered
MINE for salesforce.com	Unregistered

Docs #2024785-v1