

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM385094

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Beyond the Scores, LLC	FORMERLY aka Beyond the Scores	05/12/2016	Limited Liability Company: MISSOURI
RECEIVING PARTY DATA			
Name:	Sport Ngin, Inc.		
Street Address:	807 Broadway Street NE		
City:	Minneapolis		
State/Country:	MINNESOTA		
Postal Code:	55413		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4186508		
CORRESPONDENCE DATA			
Fax Number:	6124927077		
<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:	6124927000		
Email:	ip@fredlaw.com		
Correspondent Name:	Patricia A. Larson, Senior Paralegal		
Address Line 1:	Fredrikson & Byron, P.A.		
Address Line 2:	200 S. Sixth Street, Suite 4000		
Address Line 4:	Minneapolis, MINNESOTA 55402-1425		
NAME OF SUBMITTER:	Patricia A. Larson		
SIGNATURE:	/Patricia A. Larson/		
DATE SIGNED:	05/20/2016		
Total Attachments: 5			
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OP \$40.00 4186508

INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT (this “Assignment”), dated as of May 12, 2016 is by and among by and among Sport Ngin, Inc., a Delaware corporation (the “Assignee”) and Beyond the Scores, LLC, a Missouri limited liability company (the “Assignor”), pursuant to, and subject to the terms of, that certain Asset Purchase Agreement by and among Assignor, Assignee and other parties named therein, of even date herewith (the “Agreement”). Capitalized terms used but not defined herein shall have the meanings set forth in the Agreement.

WHEREAS, pursuant to the Agreement, Assignor has agreed to convey to Assignee all of the Assignor’s rights, title and interests in and to all of the Assignor’s Intellectual Property, including those listed on Exhibit A attached hereto (collectively, the “Assigned IP Rights”).

NOW, THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Assignor hereby absolutely, irrevocably and unconditionally conveys, assigns, transfers and agrees to assign and deliver to Assignee and its successors and assigns forever, without any restrictions, limitations or reservations, all of Assignor’s right, title and interest in and to the Assigned IP Rights, as fully and entirely as the same would have been held and enjoyed by Assignor had this Assignment not been made, including (i) any and all rights of priority thereto and renewals thereof, as may now or hereafter be granted to it by law, (ii) all income, royalties or payments now or hereafter due or payable with respect thereto, and (iii) any and all rights corresponding thereto throughout the world, including rights, interests, claims and demands recoverable in law or equity that Assignor has or may have in profits and damages for past, present and future infringements of such Assigned IP Rights, including the right to compromise, sue for and collect such profits and damages, and Assignee does hereby accept assignment of the Assigned IP Rights from Assignor. This is a transfer and conveyance by Assignor to Assignee of good and valid title to the Assigned IP, free and clear of all Liens.

2. Assignee shall have the right to record this Assignment with any applicable governmental entity so as to perfect its ownership of the Assigned IP Rights.

3. From time to time at the request of Assignee, Assignor shall, without further consideration, execute and deliver or procure the execution and delivery of such instruments of transfer, conveyance, assignment and assumption, and, at Assignee’s expense, take such other action as may reasonably be necessary, to confirm and assure the rights and obligations provided for in this Assignment (and in the Agreement with respect to this Assignment), or to give effect to the transactions contemplated by this Assignment (and by the Agreement with respect to this Assignment).

4. Nothing in this Assignment supersedes, expands, or extinguishes any of the obligations, agreements, covenants, representations or warranties of the Assignor or the other parties contained in the Agreement. This Assignment shall be subject to the terms, conditions and

covenants set forth in the Agreement and if any conflict or inconsistency exists between this Assignment and the Agreement, then the terms of the Agreement shall control.

5. This Assignment may not be amended or terminated except by a written instrument duly signed by each of the parties hereto. This Assignment shall be binding upon, and inure to the benefit of and be enforceable by, the parties and their respective successors and permitted assigns.

6. This Assignment is for the sole benefit of the parties and their respective successors and permitted assigns and nothing herein expressed or implied shall give or be construed to give to any person, other than the parties and such successors and permitted assigns, any legal or equitable rights, remedies, obligations or benefits hereunder.

7. This Assignment will be governed by and construed in accordance with the laws of the State of Delaware, without regard to the principles of conflicts of law thereof. Any judicial proceeding brought with respect to this Assignment must be brought in any court of competent jurisdiction in the State of Delaware, and, by execution and delivery of this Assignment, each party: (a) accepts, generally and unconditionally, the exclusive jurisdiction of such courts and any related appellate court, and irrevocably agrees to be bound by any judgment rendered thereby in connection with this Assignment, and (b) irrevocably waives any objection it may now or hereafter have as to the venue of any such suit, action or proceeding brought in such a court or that such court is an inconvenient forum. Each party waives the right to a jury trial with respect to any dispute related to this Assignment.

8. This Assignment may be executed in counterparts (including by means of facsimile or pdf signature pages), any one of which need not contain the signatures of more than one party, but all such counterparts taken together will constitute one and the same agreement.

[Signature Page Follows]

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

Assignor:

BEYOND THE SCORES, LLC

By: Michael A. Zimmerman
Name: Michael A. Zimmerman
Title: CEO

AGREED TO AND ACCEPTED:

Assignee:

SPORT NGIN, INC.

By: _____
Name: _____
Title: _____

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

Assignor:

BEYOND THE SCORES, LLC

By: _____

Name: _____

Title: _____

AGREED TO AND ACCEPTED:

Assignee:

SPORT NGIN, INC.

By:  _____

Name: Justin Kaufenberg

Title: President and Chief Executive Officer

*[Signature Page to BTS – Sport Ngin
General IP Assignment Agreement]*

**TRADEMARK
REEL: 005798 FRAME: 0433**

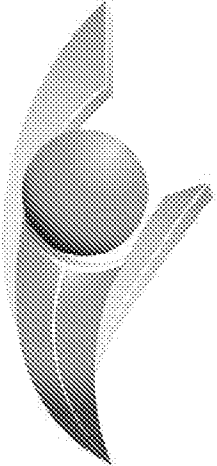
EXHIBIT A
Assigned IP Rights

Assigned Copyrights:

All object and source code comprising or used to deliver any Beyond the Scores products and services including the products and services described below:

All marketing materials and other works used in the business of Beyond the Scores, and all content located at BeyondTheScores.com, BeyondTheScores.info, and BeyondTheScores.net, in each case including all graphics, images, logos, and other works.

Assigned Trademarks:

Trademark	Serial/Reg. No	Filing/Reg. Date	Country	Owner	Goods/Services
<i>Design Only</i> 	App 85500112 Reg 4186508	App 20-DEC-2011 Reg 07-AUG-2012	U.S.	BEYOND THE SCORES	Goods and Services: INT. CL. 42 creating an on-line community for recreational athletes for the purpose of connecting players, teams and leagues and organizing game and sports activities

Together with any unregistered trademarks and tradenames.