# CH \$290.00 406176

# TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM404068

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

### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Endplay, Inc.		07/07/2015	Corporation: DELAWARE

### **RECEIVING PARTY DATA**

Name:	Lakana LLC	
Street Address:	545 E. John Carpenter Freeway	
Internal Address:	Suite 700	
City:	Irving	
State/Country:	TEXAS	
Postal Code:	75062	
Entity Type:	Limited Liability Company: DELAWARE	

### **PROPERTY NUMBERS Total: 11**

			_
Property Type	Number	Word Mark	
Registration Number:	4061768	ENDPLAY	11
Serial Number:	85682023	ENDPLAY ANYWHERE	
Registration Number:	4267414	ENDPLAY PLUS	
Registration Number:	4267413	ENDPLAY PRO	
Registration Number:	4267412	ENDPLAY ENTERPRISE	
Registration Number:	4267415	ENDPLAY MEDIA SUITE	
Registration Number:	4271133	ENDPLAY COMMERCE SUITE	
Registration Number:	4061767	YOUR CONTENT INTELLIGENTLY RENDERED	
Registration Number:	4183483	PUBLICATION ON LOCATION	
Registration Number:	4081576	ENDPLAY	
Registration Number:	4133455		

## **CORRESPONDENCE DATA**

**Fax Number:** 3128624900

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:** 312-862-3859

Email: mary.wysocki@kirkland.com

Correspondent Name: Mary Wysocki Parsons

Address Line 1: 300 N LaSalle

TRADEMARK

900383431 REEL: 005912 FRAME: 0114

Address Line 4: Chic	ine 4: Chicago, ILLINOIS 60654	
ATTORNEY DOCKET NUMBER:	35966-80	
NAME OF SUBMITTER:	Mary Parsons	
SIGNATURE:	/Mary Parsons/	
DATE SIGNED:	11/01/2016	
Total Attachments: 4		
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# TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (this "Assignment") is made and entered into on July 7, 2015 (the "Effective Date"), by Endplay, Inc. ("Assignor") in favor of Lakana LLC ("Assignee").

WHEREAS, Assignee is the successor in interest to certain business of Assignor, as connected with and symbolized by the trademarks set forth on Schedule A (collectively, the "Trademarks"), which business is ongoing;

WHEREAS, Assignor desires to sell, convey, assign, and transfer to Assignee, and Assignee desires to acquire from Assignor, all right, title and interest in, to and under the Trademarks, together with the goodwill of the business connected with and symbolized by the Trademarks, and the parties wish to record such acquisition in the applicable governmental authorities in any applicable jurisdiction;

NOW, THEREFORE, in consideration of the foregoing and in consideration of the mutual promises, covenants, representations, warranties and agreements contained herein, Assignor hereby agrees as follows:

- Assignment. Effective as of the date hereof, Assignor hereby sells, conveys, 1. assigns, and transfers to Assignee any and all of Assignor's right, title and interest in, to and under the Trademarks in the United States and throughout the world, together with the goodwill of the business connected with and symbolized by the Trademarks, including, without limitation, all registrations and applications therefor, the right to renew any registrations included in the Trademarks, the right to apply for trademark registrations within or outside of the United States based in whole or in part upon the Trademarks, and all corresponding rights that are or may be secured under the laws of the United States or any foreign country, now or hereafter arising or in effect, for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors and assigns, as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment had not been made, together with the right to collect royalties, products and proceeds in connection with any of the foregoing and the right to sue for past, present or future infringement, misappropriation, unfair competition, dilution or other violation thereof and to collect and retain all damages and profits related to the foregoing, and any priority right that may arise from any such Trademarks.
- 2. Recording. This Assignment has been executed and delivered by Assignor to Assignee for the purpose of recording this Assignment with any applicable governmental authorities, and the parties hereby authorize any such governmental authorities to record this Assignment.
- 3. <u>Further Assurances</u>. From time to time following the date hereof, at the sole expense of Assignee, Assignor shall execute and deliver such other instruments of conveyance, assignment, transfer and delivery and execute and deliver such other documents and take or cause to be taken such other actions as necessary or as Assignee reasonably may request in order to record, perfect or otherwise effectuate the assignment granted hereunder.

- 4. <u>Successors</u>. This Assignment and all of the provisions hereof will be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.
- 5. <u>Counterparts</u>. This Assignment may be executed in one or more counterparts, 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 instrument. Facsimile or emailed counterpart signatures to this Assignment shall be acceptable and binding.
- 6. Governing Law. All issues and questions concerning the construction, validity, enforcement and interpretation of this Assignment shall be governed by, and construed in accordance with, the laws of the State of New York without giving effect to any choice of law or conflict of law rules or provisions (whether of the State of New York or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of New York. In furtherance of the foregoing, the internal law of the State of New York shall control the interpretation and construction of this Assignment, even though under that jurisdiction's choice of law or conflict of law analysis, the substantive law of some other jurisdiction would ordinarily apply.

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IN WITNESS WHEREOF, the parties have entered into this Assignment as of the Effective Date.

ASSIGNOR:

Endplay, Inc.

By: Name:

Title:

[Signature Page to Trademark Assignment]

# Schedule A

Mark	Country	Status	Reg. No./ Reg. Date
ENDPLAY	U.S. Federal	Registered	4061768
ENDPLAY ANYWHERE	U.S. Federal	Pending	85/682023
ENDPLAY PLUS	U.S. Federal	Registered	4267414
ENDPLAY PRO	U.S. Federal	Registered	4267413
ENDPLAY ENTERPRISE	U.S. Federal	Registered	4267412
ENDPLAY MEDIA SUITE	U.S. Federal	Registered	4267415
ENDPLAY COMMERCE SUITE	U.S. Federal	Registered	4271133
YOUR CONTENT INTELLIGENTLY RENDERED	U.S. Federal	Registered	4061767
PUBLICATION ON LOCATION	U.S. Federal	Registered	4183483
ENDPLAY LOGO	U.S. Federal	Registered	4081576
ENDPLAY BUG	U.S. Federal	Registered	4133455