

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM411285

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	TRADEMARK ASSIGNMENT		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
ATHLETICA, INC.		12/30/2016	Corporation: NEW YORK
RECEIVING PARTY DATA			
Name:	VICTORY TEAM APPAREL, LLC		
Street Address:	12375 WORLD TRADE DR		
City:	SAN DIEGO		
State/Country:	CALIFORNIA		
Postal Code:	92128		
Entity Type:	Limited Liability Company: CALIFORNIA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3234758	TEAM CHEER	
CORRESPONDENCE DATA			
Fax Number:	2165790212		
<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:	2165867021		
Email:	dpuljic@jonesday.com		
Correspondent Name:	DANIEL PULJIC / JONES DAY		
Address Line 1:	901 LAKESIDE AVENUE		
Address Line 2:	NORTH POINT		
Address Line 4:	CLEVELAND, OHIO 44114		
NAME OF SUBMITTER:	DANIEL PULJIC		
SIGNATURE:	/Daniel Puljic/		
DATE SIGNED:	01/05/2017		
Total Attachments: 5			
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TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT (this “*Assignment*”) is made and delivered as of this 30 day of December, 2016, by and between Athletica, Inc., a New York corporation (“*Assignor*”), and Victory Team Apparel, LLC, a California limited liability company (“*Assignee*”), pursuant to an Asset Purchase Agreement, dated as of even date herewith (as amended, modified or supplemented from time to time, the “*Purchase Agreement*”), by and among Assignor, Assignee and the Shareholders. Capitalized terms used and not defined herein shall have the respective meanings ascribed thereto in the Purchase Agreement.

RECITALS:

WHEREAS, Assignor is the owner of the entire right, title and interest in, to and under the United States trademark registration identified and set forth on Schedule A hereto that constitutes a Purchased Asset under the Purchase Agreement (the “*Mark*”) and the goodwill associated with the Mark;

WHEREAS, pursuant to the Purchase Agreement and that certain Bill of Sale, dated as of the date hereof, by and among Assignor and Assignee, the Mark and its associated goodwill are to be transferred, assigned, conveyed and delivered to Assignee; and

WHEREAS, Assignor desires to transfer, assign, convey and deliver, and Assignee desires to acquire, all of Assignor’s right, title and interest in, to and under the Mark, together with all goodwill and all other rights associated with the Mark.

NOW THEREFORE, for good and sufficient consideration (including the premises and covenants set forth in the Purchase Agreement), the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound, agree as follows:

1. The above recitals are incorporated herein as if set forth at length below.
2. Assignor hereby transfers, assigns, conveys and delivers to Assignee all of Assignor’s right, title and interest in, to and under the following:
 - a) the Mark;
 - b) all common law rights and goodwill associated with the Mark; and
 - c) the right to recover damages for any and all past infringement.
3. Assignor agrees, upon reasonable request and without further compensation, that Assignee and its legal representatives and assigns will do all lawful acts, including the execution of papers and the giving of testimony, that may be necessary or desirable for obtaining, sustaining, reissuing or enforcing said registration in the United States and throughout the world for such Mark, and for perfecting, recording, or maintaining the title of Assignee, its successors and assigns, to such Mark and any registration issued for such Mark.
4. Assignor authorizes and requests the United States Commissioner of Patents and Trademarks and any other similar government authority to record Assignee as the assignee and owner of the Mark, and to issue any and all registration thereon to Assignee, as assignee of the entire right, title and interest in, to and under the same, for the sole use and enjoyment of Assignee and its successors, assigns or other legal representatives.

5. Assignee hereby accepts the transfer, assignment, conveyance and delivery of the Mark.
6. This Assignment may be executed in two or more counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument. Delivery of an executed signature page to this Assignment by facsimile or other electronic transmission (including documents in Adobe PDF format) will be effective as delivery of a manually executed counterpart to this Assignment.
7. This Assignment is executed and delivered pursuant to the Purchase Agreement and made subject to the representations and warranties of the Seller Parties contained therein. Assignor hereby specifically incorporates by reference all of the representations, warranties and indemnifications, subject to all of the conditions and limitations, applicable to the Mark in the Purchase Agreement. This Assignment shall not be deemed to defeat, alter, impair, enhance or enlarge any right, obligations, claim or remedy created by the Purchase Agreement, and in the event of any conflict between the Purchase Agreement and this Assignment, the Purchase Agreement shall govern.

[Signatures on the Following Page.]

IN WITNESS WHEREOF, the parties hereto have caused this Assignment to be duly executed as of the date first written above.

ATHLETICA, INC., as Assignor

By: _____

Name:

Title:


Randy Edwards
Randy Edwards
President

VICTORY TEAM APPAREL, LLC, as Assignee



By: _____
Name: Bradley J. Roberts
Title: Vice President & Secretary

SCHEDULE A

TRADEMARK	APPLN NO.	FILED	REGN NO.	REGN DATE	STATUS	OWNER
TEAM CHEER 	78603932	04/07/05	3234758	04/24/07	Registered	Athletica, Inc. 133 Main Street, Suite 1 Geneseo, NY, 14454 (NY Corporation)

SCHEDULE A

NAI-1502346148v1

RECORDED: 01/05/2017

**TRADEMARK
REEL: 005958 FRAME: 0353**