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TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM412506

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	NUNC PRO TUNC ASSIGNMENT
EFFECTIVE DATE:	06/30/2016

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Morlin Sports Direct, LLC		06/30/2016	Corporation: ILLINOIS

DM
2/11/16
Limited Liability Company

RECEIVING PARTY DATA

Name:	Athletic Specialties, Inc.
Street Address:	240 Industrial Dr
City:	Wauconda
State/Country:	ILLINOIS
Postal Code:	60084
Entity Type:	Corporation: ILLINOIS

PROPERTY NUMBERS Total: 2

Property Type	Number	Word Mark
Registration Number:	3895277	FROM THE PEE WEE LEAGUES TO THE PROS
Registration Number:	3895278	MORLIN SPORTS DIRECT

CORRESPONDENCE DATA

Fax Number: 2626326900
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: 2626326900
Email: trademarks@janlaw.com
Correspondent Name: John E. Munger
Address Line 1: 601 Lake Ave.
Address Line 4: Racine, WISCONSIN 53403

NAME OF SUBMITTER:	John E. Munger
SIGNATURE:	/John E. Munger/
DATE SIGNED:	01/17/2017

Total Attachments: 5
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ASSIGNMENT OF INTELLECTUAL PROPERTY AND INTANGIBLES

THIS ASSIGNMENT OF INTELLECTUAL PROPERTY AND INTANGIBLES (the "**Assignment**") is made this 30th day of June 2016, by and between MORLIN SPORTS DIRECT, LLC, an Illinois limited liability company (the "**Assignor**") and ATHLETIC SPECIALTIES, INC., an Illinois limited liability company (the "**Assignee**").

WITNESSETH

A. This Assignment is being delivered pursuant to that certain Asset Purchase Agreement dated the 30th day of June, 2016 (the "**Purchase Agreement**") by and between Assignor and Assignee.

A. On and subject to the terms and condition of the Purchase Agreement, and subject to the limitations, qualifications and restrictions contained therein, Assignor desires to assign to Assignee, all of Assignor's right, title and interest in and to the intellectual property and intangible assets that are identified on Exhibit A attached hereto (collectively, the "**Intellectual Property**"); and Assignee desires to accept said assignment upon the terms, covenants and conditions set forth in this instrument.

NOW, THEREFORE, in consideration of the sum of One Dollar (\$1.00) and other valuable consideration as set forth in the Purchase Agreement, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee covenant and agree as follows:

1. **ASSIGNMENT.** Subject to the limitations, qualifications and restrictions contained in the Purchase Agreement, Assignor hereby assigns, transfers and sets over to Assignee, all of Assignor's right, title and interest (if any) in and to the Intangibles. Assignee hereby accepts such assignment and transfer of the Assignor's right, title and interest (if any) in and to the Intellectual Property.

2. **FURTHER DOCUMENTS.** Subject to the limitations, qualifications and restrictions contained in the Agreement of Sale, Assignor further covenants that it will at any time, from time to time after the date hereof, upon the request of Assignee, do, execute, acknowledge and deliver or will cause to be done, executed, acknowledged or delivered, all such further acts, deeds, conveyances and assurances as may reasonably be required for the conveying, transferring, assuring and confirming Seller's transfer of its entire right, title and interest (if any) in the Intellectual Property to Assignee.

3. **BINDING EFFECT.** This Assignment shall be binding upon and inure to the benefit of Assignor and Assignee and their respective heirs, personal representatives, successors and assigns.

4. **COUNTERPARTS.** This Assignment may be executed in counterparts, each of which shall be considered an original and all of which taken together shall constitute one and the same agreement.

IN WITNESS WHEREOF, intending to be legally bound, Assignor and Assignee have caused this Assignment of Intellectual Property and Intangibles to be executed by their duly authorized representatives on the day and year first above written.

ASSIGNOR:

MORLIN SPORTS DIRECT, LLC

By: *Cynthia Brunelli*
Name: ~~CYNTHIA BRUNELLI~~
Title: *Vice President*

ASSIGNEE:

ATHLETIC SPECIALTIES, INC.

By: *Carey Brunell*
Name: ~~CAREY BRUNELL~~
Title: *PRESIDENT*

For good and valuable consideration, receipt of which is acknowledged, and effective *nunc pro tunc* to June 30, 2016, MORLIN SPORTS DIRECT, LLC (the "Assignor") and ATHLETIC SPECIALTIES, INC. (the "Assignee") agree to the amended form of EXHIBIT A to the ASSIGNMENT OF INTELLECTUAL PROPERTY AND INTANGIBLES dated June 30, 2016 as follows:

EXHIBIT A

Intellectual Property

1. Logo attached hereto as Exhibit B
2. Any right, title and interest Seller may have in the trade name "Morlin Sports Direct"
3. The entire worldwide right and title to the trademarks "FROM THE PEE WEE LEAGUE TO THE PROS" U.S. Trademark Registration No. 3,895,277 and "MORLIN SPORTS DIRECT" U.S. Trademark Registration 3,895,278, including all common law rights and foreign rights in said trademarks, together with the goodwill of the Business symbolized by the trademarks.
4. All right and title to the website related to the Business (as defined in the Purchase Agreement)
5. All right and title to the domain name – www.morlinsportsdirect.com
6. Advertising and promotional materials and catalogs related to the Business
7. Any goodwill associated with the Business

ASSIGNOR

MORLIN SPORTS DIRECT, LLC

By: 
Name: Cynthia Brunelli
Title: Vice President

ASSIGNEE

ATHLETIC SPECIALTIES, INC.


By: 
Name: Carey Brunelli
Title: President

EXHIBIT "B"

LOGO



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FROM THE PEE WEE LEAGUES TO THE PROS®

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RECORDED: 01/17/2017