

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM422916

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Dugout Media, Inc.		03/03/2017	Corporation: KENTUCKY
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	24-7 Baseball, LLC		
<b>Street Address:</b>	11221 Plantside Drive		
<b>City:</b>	Louisville		
<b>State/Country:</b>	KENTUCKY		
<b>Postal Code:</b>	40299		
<b>Entity Type:</b>	Limited Liability Company: KENTUCKY		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	85400266	BASEBALL YOUTH	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	5028931949		
<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>			
<b>Phone:</b>	5028932350		
<b>Email:</b>	kfiet@eddins-law.com		
<b>Correspondent Name:</b>	Kevin J. Fiet, Esq.		
<b>Address Line 1:</b>	3950 Westport Road		
<b>Address Line 4:</b>	Louisville, KENTUCKY 40207		
<b>NAME OF SUBMITTER:</b>	Kevin J. Fiet, Esq.		
<b>SIGNATURE:</b>	/s/ Kevin J. Fiet, Esq.		
<b>DATE SIGNED:</b>	04/07/2017		
<b>Total Attachments: 5</b>			
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OP \$40.00 85400266

## TRADEMARK ASSIGNMENT (REGISTERED MARK)

This Trademark Assignment is effective as of March 3, 2017, by and between Dugout Media, Inc., a Kentucky corporation having an office address of 450 Eldridge Lane, Morehead, Kentucky 40351 ("Assignor") and 24-7 Baseball, LLC, a Kentucky limited liability company having a principal office address of 11221 Plantside Drive, Louisville, Kentucky 40299 ("Assignee").

A. Assignor has adopted, and is, to the best of its knowledge and belief, the owner of the trademark BASEBALL YOUTH (U.S. Registration No. 85400266) and all other rights appurtenant thereto, including but not limited to all common law rights, trade name rights, domain name rights, causes of action and the right to recover for past infringement (collectively, the "Trademark").

B. Assignor has acquired goodwill in the portion of the business associated with and symbolized by the Trademark and has not abandoned same.

C. In connection with that certain Asset Purchase Agreement between Assignor and Assignee dated as of March 3, 2017, Assignor desires to assign to Assignee all rights, title and interest in and to the Trademark owned by Assignor.

THEREFORE, Assignor and Assignee hereby agree as follows:

(1) Assignor hereby conveys, sells, transfers and assigns to Assignee and to Assignee's successors, assigns and legal representatives, all of Assignor's rights, titles and interests throughout the world in and to (a) the name and mark "BASEBALL YOUTH" and all variations thereof, (b) United States Trademark Registration No. 85400266 as shown in further detail on attached Annex 1, (c) all the goodwill of that portion of Assignor's business and/or businesses symbolized by the Trademark, together with (i) all income and royalties hereafter due or payable to Assignor with respect to the Trademark, (ii) all damages and payments for past or future infringements and misappropriations of the Trademark, and (iii) all rights to sue for past, present and future infringements or misappropriations of the Trademark, all for Assignee's own use and enjoyment (including without limitation the right to renew and/or apply for trademark and/or service mark registrations within or outside the United States based in whole or in part upon the Trademark, and including any priority right that may have arisen from Assignor's use of the Trademark and/or prior ownership of the Registration).

(2) Assignor warrants to and covenants with Assignee, and Assignee's successors, assigns and legal representatives, that Assignor has full right to convey the entire rights, titles and interests herein assigned by Assignor to Assignee, and that Assignor has not executed, and will not execute, any agreements that are inconsistent herewith.

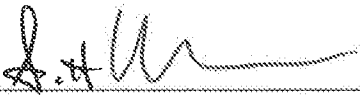
(3) Assignor represents that Assignor has good, marketable and valid title to the Trademark, free and clear of any mortgage, security interest, lease, pledge, hypothecation, lien or other encumbrance.

(4) Assignor agrees to execute any instruments and perform any acts that may be reasonably necessary to fully effectuate and record in any and all jurisdictions throughout the world the assignment of the rights, titles and interests assigned to Assignee, and Assignee's successors, assigns and legal representatives, pursuant to this Assignment.

IN WITNESS WHEREOF, Assignor and Assignee have duly executed and delivered this Assignment as of the date first set forth above.

ASSIGNOR:


Dugout Media, Inc.

By:   
\_\_\_\_\_  
Scott M. Hacker, Sole Officer

and

ASSIGNEE:

24-7 Baseball, LLC

By: Athlete, LLC Manager  
  
\_\_\_\_\_  
By: Jim Haddaway, Member

Annex 1

Registered Trademark



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# BASEBALL YOUTH

**Word Mark**      **BASEBALL YOUTH**

**Goods and Services**      IC 016. US 002 005 022 023 029 037 038 050. G & S: magazines in the field of youth baseball. FIRST USE: 20060402. FIRST USE IN COMMERCE: 20060402

IC 025. US 022 039. G & S: Clothing, namely, hats, shirts, jerseys, wristbands and shoes. FIRST USE: 20110600. FIRST USE IN COMMERCE: 20110600

IC 041. US 100 101 107. G & S: providing a website featuring information in the field of youth baseball; providing a website featuring information related to youth baseball games, competitions and exhibitions; publishing magazines in the field of youth baseball; publishing electronic magazines in the field of youth baseball; providing a wide range of information in the field of youth baseball; publishing books and newsletters in the field of youth baseball; and festivals featuring a variety of sports and entertainment activities. FIRST USE: 20050521. FIRST USE IN COMMERCE: 20050521

**Standard Characters Claimed**

**Mark Drawing Code**      (4) STANDARD CHARACTER MARK

**Serial Number**      85400266

**Filing Date**      August 17, 2011

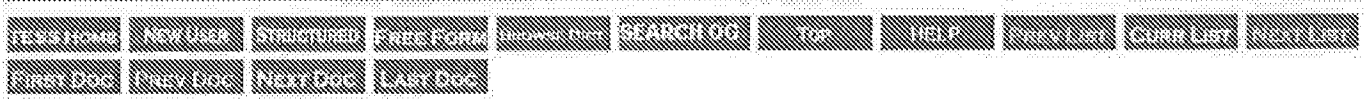
**Current Basis**      1A

**Original Filing Basis**      1A

**Published for Opposition**      June 19, 2012

**Registration Number**      4284693

**Registration Date** February 5, 2013  
**Owner** (REGISTRANT) Dugout Media, Inc. CORPORATION KENTUCKY 523 Wellington Way Suite 345 Lexington KENTUCKY 40503  
**Attorney of Record** Michael S. Hargis  
**Type of Mark** TRADEMARK, SERVICE MARK  
**Register** PRINCIPAL-2(F)  
**Live/Dead Indicator** LIVE



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