

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM429298

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
MMAWC LLC		01/06/2017	Limited Liability Company: NEVADA
RECEIVING PARTY DATA			
Name:	MMAX Investment Partners Inc.		
Street Address:	1717 Rhode Island Avenue, NW		
Internal Address:	Suite 1000		
City:	Washington		
State/Country:	D.C.		
Postal Code:	20036		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 9			
Property Type	Number	Word Mark	
Serial Number:	87059631	WORLD SERIES OF FIGHTING W	
Serial Number:	86765028	WORLD SERIES OF FIGHTING	
Serial Number:	86765024	WSOF	
Serial Number:	86245391	WSOF	
Serial Number:	85703985	DECAGON	
Serial Number:	85547408	HFC, HEROES FIGHTING CHAMPIONSHIP	
Serial Number:	85471343	MMA WORLD CHAMPIONS	
Serial Number:	85471337	MMAWC	
Serial Number:	85410102	WORLD SERIES OF FIGHTING	
CORRESPONDENCE DATA			
Fax Number:	2025599163		
<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:	2026312021		
Email:	peter.riebling@rieblinglaw.com		
Correspondent Name:	Peter J. Riebling		
Address Line 1:	1717 Pennsylvania Avenue, N.W.		
Address Line 2:	Suite 1025		

OP \$240.00 87059631

Address Line 4: Washington, D.C. 20006-3951

ATTORNEY DOCKET NUMBER: MMAX Assignment

NAME OF SUBMITTER: Peter J. Riebling

SIGNATURE: /peter j. riebling/

DATE SIGNED: 05/30/2017

Total Attachments: 9

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**INTELLECTUAL PROPERTY ASSIGNMENT AND
ASSUMPTION AGREEMENT**

This INTELLECTUAL PROPERTY ASSIGNMENT AND ASSUMPTION AGREEMENT, dated as of January 6, 2017 (this "Assignment"), is made and entered into by and between MMAWC L.L.C., a Nevada limited liability company d/b/a World Series of Fighting ("Contributor") and MMAX Investment Partners, Inc., a Delaware corporation ("Company"). Contributor and Company are sometimes herein referred to collectively as the "Parties" and individually as a "Party."

WHEREAS, Company, Contributor and certain investors therein named entered into that certain Asset Contribution and Stock Purchase Agreement dated as of even date herewith (the "Transaction Agreement");

WHEREAS, pursuant to Sections 1.5.2(b)(v) and 1.5.3(e) of the Transaction Agreement, the execution and delivery of this Assignment by Company and Contributor is required in connection with the consummation of the transactions contemplated by the Transaction Agreement; and

WHEREAS, Contributor is the sole and exclusive owner of, or the valid licensee of, the right, title and interest in and to all of the Contributor Intellectual Property Rights.

NOW, THEREFORE, in consideration of the covenants and agreements contained herein and in the Transaction Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound, the parties agree as follows:

1. Assignment and Assumption. Contributor hereby conveys, assigns, transfers and delivers to Company, and Company hereby accepts the conveyance, assignment, transfer and delivery of, all of Contributor right, title and interest of every kind and character throughout the world (including, without limitation, all federal, foreign, statutory and common law and other rights therein) in and to: (i) the Contributor Intellectual Property Rights (including, without limitation, the items set forth on Schedule A); (ii) all goodwill associated therewith; (iii) all domestic and foreign registrations therefor; (iv) all renewals and extensions of any such application, registration and filing, (v) all income, royalties, damages, claims and payments now or hereafter due or payable under and with respect thereto, including, without limitation, damages, claims and payments for past and future infringements, misappropriations or violations thereof; (vi) all rights to sue for past, present and future infringements, misappropriations or violations of the foregoing, including the right to settle suits involving claims and demands for royalties owing; (vii) all rights corresponding to any of the foregoing throughout the world; and (viii) the right to assign the rights conveyed herein, the same to be held and enjoyed by Company for its own use and benefit, and for the benefit of its successors, assigns and legal representatives (collectively, the "Transferred IP Rights").

2. Further Assurances. From and after the date hereof, Contributor shall, in compliance with Section 5.1.2 of the Transaction Agreement and upon the request of Company, execute, deliver and perform, as applicable, all such further acts, assurances, assignments,

transfers, conveyances, powers of attorney and other instruments and papers as may be reasonably requested and prepared by Company to grant, sell, convey, assign, transfer and deliver to and vest in Company and protect its right, title and interest in and to the Transferred IP Rights.

3. Effectiveness. This Assignment shall be effective as of the Closing Date.

4. Terms of the Transaction Agreement. This Assignment is in accordance with and is subject to all of the terms and conditions of the Transaction Agreement. Nothing contained in this Assignment shall be deemed to supersede, enlarge on, modify or amend any of the obligations, agreements, covenants or warranties of Contributor or Company contained in the Transaction Agreement. In the event of any conflict or inconsistency between this Assignment and the Transaction Agreement, the terms of the Transaction Agreement shall prevail.

5. Notices. Unless otherwise provided herein, all notices, requests, consents, approvals, demands and other communications to be given or made pursuant hereto shall be in writing and shall be deemed to have been duly given or made upon (a) confirmation of receipt of a facsimile transmission or email transmission, (b) confirmed delivery by a reputable overnight carrier or when delivered by hand, (c) actual receipt (including receipt by e-mail) or (d) the expiration of three (3) business days after the day when mailed by registered or certified mail (postage prepaid, return receipt requested), addressed the respective parties listed below at the following addresses (or at such other address for a party as shall be specified by like notice, except that notices of changes of address shall be effective upon receipt):

If to Contributor:

MMAWC L.L.C.
2520 St. Rose Parkway, Suite 302
Henderson, Nevada 89074
Attention: Carlos Silva
Email: carlos@wsof.com

with a copy (which shall not constitute notice) to:

Childs Watson & Gallagher, PLLC
3271 E. Warm Springs Road
Las Vegas, Nevada 89120
Attention: Christopher Childs
Email: chris@childswatson.com

and

Brownstein Hyatt Farber Schreck LLP
410 17th Street, Suite 220
Denver, Colorado 80210
Attention: Steven C. Demby
Email: sdemby@bhfs.com

If to Company:

MMAX Investment Partners Inc.
c/o Donn Davis
1717 Rhode Island Ave., NW

Suite 1000
Washington, DC 20036
Attention: Donn Davis
Email: donndavis@revolution.com

and

MMAX Investment Partners Inc.
c/o Russ Ramsey
11911 Freedom Drive
Suite 710
Reston, VA 20190
Attention: Russ Ramsey
Email: r Ramsey@ramseyasset.com

with a copy (which shall not constitute notice) to:

Sidley Austin LLP
1999 Avenue of the Stars, 17th Floor
Los Angeles, CA 90067
Facsimile: 213-896-6600
Attention: Dan Clivner, Esq.
Email: dclivner@sidlev.com

6. Amendment; Waiver. This Assignment shall not be modified or amended except pursuant to an instrument in writing executed and delivered by the Parties.

7. Severability. Whenever possible, each provision of this Assignment shall be interpreted in such manner as to be effective and valid under applicable Law, but if any provision of this Assignment is held to be invalid, illegal or unenforceable in any respect under any applicable Law or rule in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other provision or any other jurisdiction, and this Assignment shall be reformed, construed and enforced in such jurisdiction so as to best give effect to the intent of the Parties under this Assignment.

8. Entire Agreement. This Assignment, the Transaction Agreement and the Ancillary Documents constitute the entire agreement between the parties. Schedule A attached hereto shall be considered incorporated into this Assignment by reference and deemed to be part hereof.

9. No Assignment; Successors and Assigns. This Assignment shall not be assignable by Contributor or Company without the prior written consent of both such Parties.

10. Headings. The headings contained in this Assignment are for convenience of reference only and shall not affect the meaning or interpretation of this Assignment.

11. Applicable Law; Consent to Jurisdiction.

(a) This Assignment shall be governed and controlled as to validity, enforcement, interpretation, construction, effect and in all other respects by the internal laws of the State of Delaware applicable to contracts made in that State, without regard to any conflict of laws principles of the State of Delaware.

(b) Each Party hereto irrevocably consents and submits to the exclusive personal jurisdiction of any state or federal court located in the County of Kent in the State of Delaware, as well as to the jurisdiction of all courts to which an appeal may be taken from such courts, for enforcement of this Assignment. Each Party irrevocably waives any objection such Party may have to venue in the defense of an inconvenient forum to the maintenance of such actions or proceedings to enforce this Assignment.

12. Appointment. In the event that Company is unable, after five (5) Business Days notice to Contributor, for any reason whatsoever, to secure Contributor's signature to any document Contributor is required to execute pursuant to Section 2 of this Assignment to vest, secure, perfect, protect or enforce the rights and interests of Company in and to the Transferred IP Rights, Contributor hereby irrevocably designates and appoints Company and its duly authorized officers and agents as Contributor's agents and attorneys-in-fact, to act for and on its behalf and instead of Contributor, to execute and file any such documents and to do all other lawfully permitted acts to further the purposes of this Assignment with the same legal force and effect as if executed by Contributor, it being understood that such power of attorney is coupled with an interest and is therefore irrevocable.

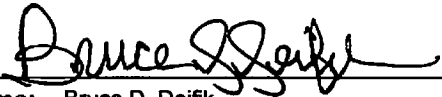
13. Counterparts. This Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. The exchange of copies hereof, including signature pages hereto, by facsimile, e-mail or other means of electronic transmission shall constitute effective execution and delivery hereof as to the Parties and may be used in lieu of the original Assignment for all purposes. Signatures transmitted by facsimile, e-mail or other means of electronic transmission shall be deemed to be original signatures for all purposes.

[Signature Pages Follow]

IN WITNESS WHEREOF, each of the Parties has caused this Assignment to be executed by its respective officers thereunto duly authorized, as of the date first written above.

CONTRIBUTOR:

MMAWC L.L.C., a Nevada limited liability company d/b/a World Series of Fighting

By: 
Name: Bruce D Deifik
Title: Manager

AGREED AND ACCEPTED:

COMPANY:

MMAX INVESTMENT PARTNERS, INC.,
a Delaware corporation

By: 

Name: Russ Ramsey

Title: President

Schedule A

(i) Trademark Registrations and Applications of Contributor

Mark	Country	Application No.	Application Date	Registration No.	Registration Date	Status
WORLD SERIES OF FIGHTING W 	United States	87059631	June 3, 2016			PENDING
WORLD SERIES OF FIGHTING <small>WORLD SERIES OF FIGHTING</small>	United States	86765028	September 22, 2015			PUBLISHED (PENDING) INTENT TO USE
WSOF WSOF	United States	86765024	September 22, 2015			PUBLISHED (PENDING) INTENT TO USE
WSOF 	United States	86245391	April 8, 2014	4640738	November 18, 2014	REGISTERED
DECAGON DECAGON	United States	85703985	August 15, 2012			ABANDONED INTENT TO USE
HFC, HEROES FIGHTING CHAMPIONSHIP <small>HFC, Heroes Fighting Championship</small>	United States	85547408	February 20, 2012			ABANDONED INTENT TO USE
MMA WORLD CHAMPIONS <small>MMA World Champions</small>	United States	85471343	November 14, 2011			ABANDONED
MMAWC mmawc	United States	85471337	November 13, 2011	4522384	April 29, 2014	REGISTERED
WORLD SERIES OF FIGHTING	United States	85410102	August 29, 2011	4361886	July 2, 2013	REGISTERED

Mark	Country	Application No.	Application Date	Registration No.	Registration Date	Status
World Series of Fighting						
WORLD SERIES OF FIGHTING	Mexico	1659475 (1659475T)	September 22, 2015	1597768	December 9, 2015	REGISTERED
WSOF	Mexico	1659483 (1659483T)	September 22, 2015	1597769	December 9, 2015	REGISTERED
WORLD SERIES OF FIGHTING	Mexico	1659480 (1659480T)	September 22, 2015	1608792	January 28, 2016	REGISTERED
WSOF	Mexico	1659485 (1659485T)	September 22, 2015	1603016	January 13, 2016	REGISTERED
WORLD SERIES OF FIGHTING <small>WORLD SERIES OF FIGHTING</small>	China	18538490	December 8, 2015		January 14, 2017	APPLICATION (PENDING)
WSOF WSOF	China	18538493	December 8, 2015		January 14, 2017	APPLICATION (PENDING)
WSOF	China	18538492	December 8, 2015			APPLICATION
WORLD SERIES OF FIGHTING <small>WORLD SERIES OF FIGHTING</small>	China	18538491	December 8, 2015		January 14, 2017	APPLICATION (PENDING)
WSOF	Japan	2015-088135	September 11, 2015	5858150	June 10, 2016	REGISTERED
WORLD SERIES OF FIGHTING	Japan	2015-088137	September 11, 2015	5858151	June 10, 2016	REGISTERED
WSOF JAPAN	Japan	2013-087143	November 7, 2013	5663168	April 11, 2014	REGISTERED

(ii) Social Media Accounts of Contributor

Social Media Account	URL
Facebook	https://www.facebook.com/mmawc/?fref=ts https://www.facebook.com/MnaWorldSeries
YouTube	https://www.youtube.com/user/mmaworldseries
Google Plus	http://plus.google.com/107099661559602707615
Instagram	https://instagram.com/worldseriesoffighting/

Social Media Account	URL
LinkedIn	https://linkedin.com/company-beta/6445765?pathWildcard=6445765
Twitter	https://twitter.com/MMAWorldSeries