

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM432413

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Iviva Athletica Canada Inc.		05/17/2017	Corporation: CANADA
RECEIVING PARTY DATA			
Name:	Routine Baseball, LLC		
Street Address:	9625 S. 54th St.		
City:	Franklin		
State/Country:	WISCONSIN		
Postal Code:	53132		
Entity Type:	Limited Liability Company: WISCONSIN		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	4962220	ROUTINE	
Serial Number:	85323956	ROUTINE	
CORRESPONDENCE DATA			
Fax Number:	6126723777		
<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:	6126723621		
Email:	dweseman@messerlikramer.com		
Correspondent Name:	Draeke H. Weseman		
Address Line 1:	Messerli & Kramer P.A.		
Address Line 2:	100 S. Fifth Street, Suite 1400		
Address Line 4:	Minneapolis, MINNESOTA 55402		
NAME OF SUBMITTER:	Draeke H. Weseman		
SIGNATURE:	/Draeke H. Weseman/		
DATE SIGNED:	06/23/2017		
Total Attachments: 5			
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OP \$65.00 4962220

TRADEMARK ASSIGNMENT AGREEMENT

This TRADEMARK ASSIGNMENT AGREEMENT ("**Trademark Assignment**") is dated as of the date last signed below and is between Ivivva Athletica Canada Inc. ("**Seller**"), a Canada corporation, principally located at 1818 Cornwall Avenue, Suite 400, Vancouver, Canada V6J 1C7 and Routine Baseball, LLC ("**Buyer**"), a Wisconsin limited liability company, principally located at 9625 S. 54th St., Franklin, WI 53132.

WHEREAS, Seller wishes to assign to Buyer, and Buyer wishes to accept from Seller, all of Seller's right, title, and interest in and to certain Assigned Trademarks (as defined below) and related rights, together with the goodwill connected with the use of and symbolized by such Assigned Trademarks, subject to the terms and conditions set forth herein; and

NOW THEREFORE, the parties agree as follows:

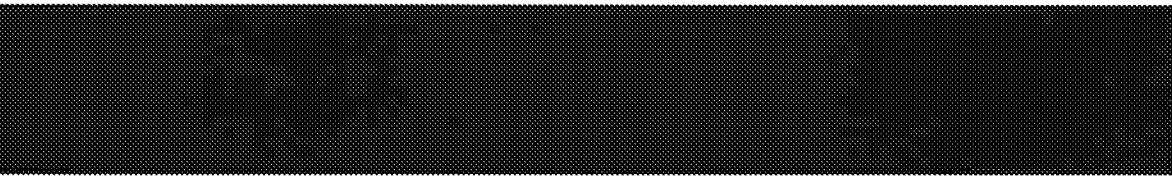
1. Assignment. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller hereby irrevocably conveys, transfers, and assigns to Buyer, and Buyer hereby accepts, all of Seller's right, title, and interest in and to the following (the "**Assigned Trademarks**"), together with the goodwill of the business connected with the use of, and symbolized by, the Assigned Trademarks:

(a) the trademark registrations and trademark applications set forth on Schedule 1 hereto and all issuances, extensions, and renewals thereof;

(b) all rights of any kind whatsoever of Seller accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions, and otherwise throughout the world;

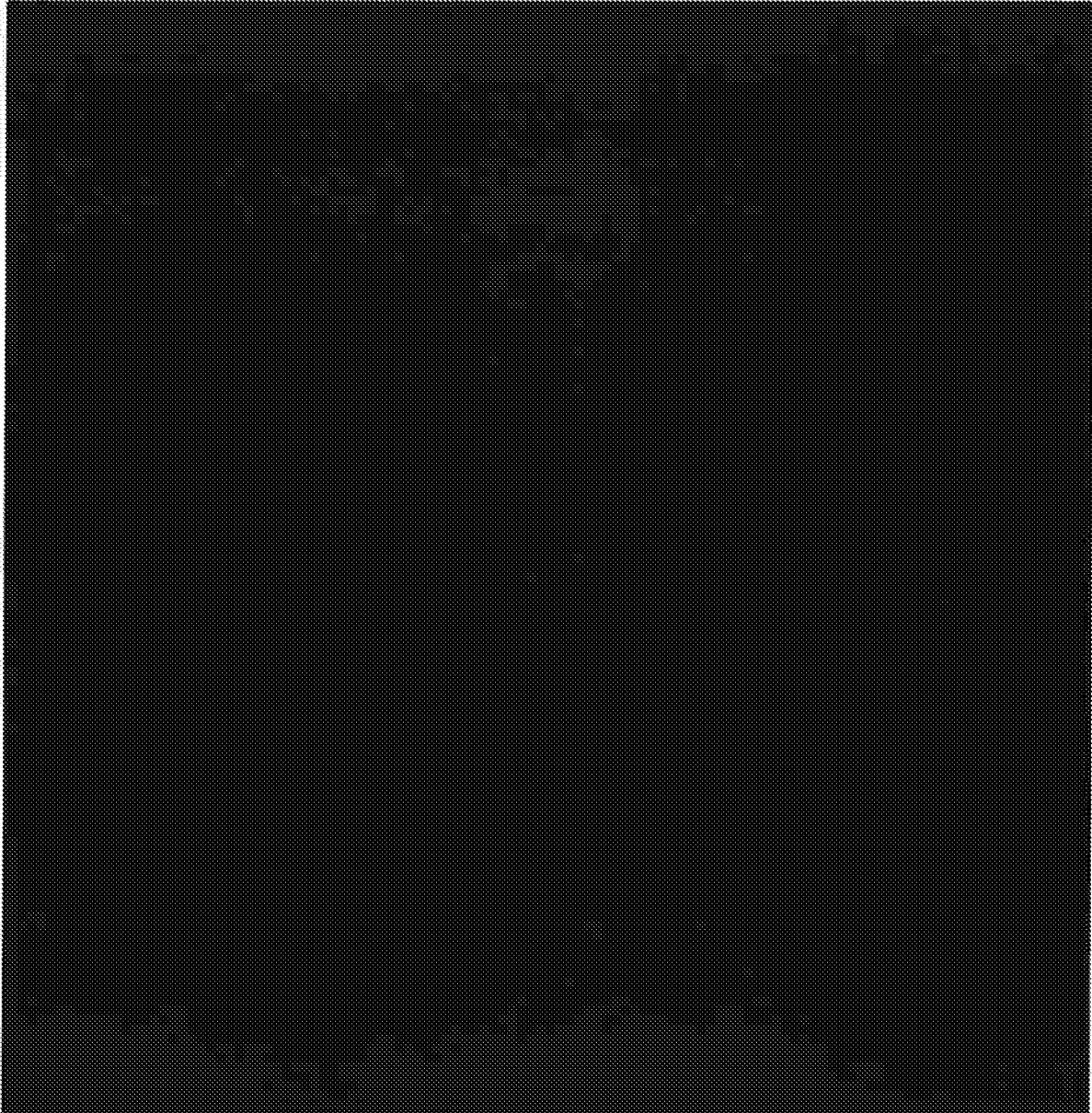
(c) all royalties, fees, income, payments, and other proceeds, if any, now or hereafter due or payable with respect to the foregoing; and

(d) any and all claims and causes of action with respect to any of the foregoing, whether accruing before, on, or after the date hereof, including all rights to and claims for damages, restitution, and injunctive and other legal and equitable relief for past, present, and future infringement, dilution, misappropriation, violation, misuse, breach, or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.



3. Recordation and Further Actions. Seller hereby authorizes the Commissioner for Trademarks in the United States Patent and Trademark Office and the officials of the Canadian Intellectual Property Office, and any officials of corresponding entities or agencies in any other applicable jurisdictions to record and register this Trademark Assignment upon request by Buyer. Seller shall provide additional assistance to Buyer as may be reasonably necessary to effect, evidence, or perfect the assignment of the Assigned Trademarks to Buyer, but Buyer shall

be responsible, (and shall reimburse Seller) for all costs including any legal fees, expenses or USPTO fees or other costs incurred by the Seller in providing such assistance and recording, registering or effecting the assignment.



7. Counterparts. This Trademark Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed one and the same agreement. A signed copy of this Trademark Assignment delivered by facsimile, e-mail, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Trademark Assignment.

8. Successors and Assigns. This Trademark Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

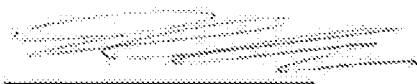
9. Governing Law. This Trademark Assignment and any claim, controversy, dispute, or cause of action (whether in contract, tort, or otherwise) based upon, arising out of, or relating to this Trademark Assignment and the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws of the United States and the State of Wisconsin, without giving effect to any choice or conflict of law provision or rule (whether of the State of Wisconsin or any other jurisdiction).

IN WITNESS WHEREOF, Seller and Buyer have caused this Agreement to be executed as of the date first written above by their respective duly authorized officers.

SELLER

Iviva Athletica Canada Inc.

Date: 5/16/17

By: 

Name: Kieran P. Moore
Title: *Deputy* Barrister & Solicitor
400-1818 Cornwall Ave
Vancouver, BC, V6J 1C7

BUYER

Routine Baseball, LLC

Date:

By: _____

Name: Michael DeGrave
Title: Managing Member

8. Successors and Assigns. This Trademark Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

9. Governing Law. This Trademark Assignment and any claim, controversy, dispute, or cause of action (whether in contract, tort, or otherwise) based upon, arising out of, or relating to this Trademark Assignment and the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws of the United States and the State of Wisconsin, without giving effect to any choice or conflict of law provision or rule (whether of the State of Wisconsin or any other jurisdiction).

IN WITNESS WHEREOF, Seller and Buyer have caused this Agreement to be executed as of the date first written above by their respective duly authorized officers.

SELLER

Ivivva Athletica Canada Inc.

Date:

By: _____

Name:

Title:

BUYER

Routine Baseball, LLC

Date: 05/17/17

By: Michael DeGrave

Name: Michael DeGrave

Title: Managing Member

SCHEDULE 1
ASSIGNED TRADEMARK REGISTRATIONS AND APPLICATIONS

United States

1. ROUTINE, U.S. Trademark Registration No. 4,962,220, registered May 24, 2016 in connection with "Clothing, namely jackets" in International Class 25.
2. ROUTINE, common law trademark based on use in the United States at least as early as November 11, 2013 in connection with "Clothing, namely jackets."
3. ROUTINE, intent-to-use trademark as applied for in U.S. Trademark Application Ser. No. 85/323,956, filed May 18, 2011 in International Class 25 for "Clothing, namely, pants, tank tops, and shorts."

Canada

4. ROUTINE, Canadian Trademark Registration No. TMA916922, registered October 13, 2015 in connection with "Clothing, namely, pants and tank tops" and "Clothing, namely, jackets and shorts" in International Class 25.
5. ROUTINE, common law trademark based on use in Canada at least as early as November 27, 2009 in connection with "Clothing, namely pants and tank tops" and at least as early as September 30, 2015 in connection with "Clothing, namely, jackets and shorts."