

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM437408

<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>
Varsity Spirit LLC		08/01/2017	Limited Liability Company:
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	U.S. All Star Federation, Inc.		
<b>Street Address:</b>	8275 Tournament Drive, Suite 325		
<b>City:</b>	Memphis		
<b>State/Country:</b>	TENNESSEE		
<b>Postal Code:</b>	38125		
<b>Entity Type:</b>	Corporation: TENNESSEE		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2979490	U.S. ALL STAR FEDERATION USASF	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<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>	901-577-8151		
<b>Email:</b>	trademarks@bakerdonelson.com		
<b>Correspondent Name:</b>	Grady M. Garrison		
<b>Address Line 1:</b>	165 Madison Avenue, Suite 2000		
<b>Address Line 4:</b>	Memphis, TENNESSEE 38103		
<b>ATTORNEY DOCKET NUMBER:</b>	2783944-89		
<b>NAME OF SUBMITTER:</b>	Grady M. Garrison		
<b>SIGNATURE:</b>	/gmg/		
<b>DATE SIGNED:</b>	08/01/2017		
<b>Total Attachments: 2</b>			
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OP \$40.00 2979490

## TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT ("Assignment") is made and entered into as of the 1<sup>st</sup> day of August, 2017 (the "Effective Date"), by and between **Varsity Spirit LLC**, a Tennessee limited liability company with its principal place of business at 6745 Lenox Center Ct, Suite 300, Memphis, Tennessee 38115 ("Assignor"), and **U.S. All Star Federation, Inc.**, a Tennessee corporation with its principal place of business at 8275 Tournament Dr, Suite 325, Memphis, Tennessee 38125 ("Assignee").

### RECITALS:

**WHEREAS**, Assignor is the owner of common law and federal rights in the trademark **U.S. ALL STAR FEDERATION USASF** (and design), for use in association with "consulting in the administration of cheerleading, dance and spirit-related competitions and events; providing management consulting services in the field of cheerleading, dance, and spirit-related competitions and events" and "entertainment services, namely, producing cheerleading, dance and spirit-related competitions and events for others and establishing rules for sanctioning and providing governance for cheerleading, dance and spirit-related competitions and events," as reflected in U.S. Trademark Registration No. 2,979,490 (the "Trademark");

**WHEREAS**, Assignee is desirous of acquiring the Trademark and any registrations or applications therefor; and

**WHEREAS**, Assignor desires to assign to the Assignee its rights in the Trademark and any registrations or applications therefor.

**NOW, THEREFORE**, in consideration of the promises and the mutual covenants set forth in this Assignment, the parties hereto agree as follows:

1. Assignment of Trademark: In exchange for the promises and the mutual covenants set forth in this Assignment, the receipt and sufficiency of which is hereby acknowledged, Assignor hereby assigns to Assignee all of its right, title and interest in and to the Trademark, together with the goodwill of the business symbolized by the Trademark, any registrations and/or applications owned by Assignor therefor, the right to sue for all acts of past infringement, and the right to recover all remedies related thereto.

2. Controlling Law. This Assignment and any disputes, claims, or controversies arising from, related to, or in connection with this Assignment shall be governed by and construed in accordance with the laws of the State of Tennessee, without regard to its conflicts of law principles or rules, and any applicable federal law (including, but not limited to, the Lanham Act).

3. Further Documentation. Each party agrees to execute such other and further documents and instruments as may be reasonably necessary to implement the provisions of this Assignment.

4. Drafting of the Assignment. The parties agree that this Assignment shall be considered jointly drafted by the parties and will not be construed against any particular party as

drafter.

5. Entire Agreement. This Assignment contains the entire agreement and understanding between the parties with respect to the transfer of the Trademark and supersedes all prior agreements and understandings (both oral and written) between the parties with respect to such subject matter. No party shall be liable or bound to any other party or parties in any manner by any prior representations, warranties, covenants, or agreements relating to such subject matter except as specifically set forth herein.

6. Severability. The provisions of this Assignment are severable. If any provision hereof should be void, voidable, or unenforceable under any applicable law, such void, voidable, or unenforceable provision shall not affect or invalidate any other provision of this Assignment, and this Assignment shall continue to govern the relative rights and duties of the parties as though the void, voidable, or unenforceable provision were not a part hereof. The parties agree that all of the terms and conditions hereof shall be enforced to the fullest extent permitted by applicable law.

7. Counterparts. This Assignment may be executed and delivered in one or more counterparts, and by the different parties in separate counterparts, each of which when executed and delivered shall be deemed to be an original but all of which taken together shall constitute one and the same agreement, and shall become effective when one or more such counterparts have been signed by each of the parties and delivered to the other parties.

IN WITNESS WHEREOF, the parties have executed this Assignment as of the day and year first written above.

**ASSIGNOR:**

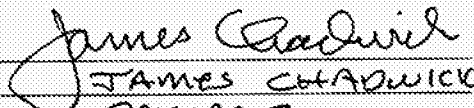
**VARSITY SPIRIT LLC**



By: \_\_\_\_\_  
Name: Burton D. Brillhart  
Title: Chief Legal Officer  
Date: August 1, 2017

**ASSIGNEE:**

**U.S. ALL STAR FEDERATION, INC.**



By: \_\_\_\_\_  
Name: JAMES CHADWICK  
Title: PRESIDENT  
Date: AUGUST 1, 2017