

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM446777

<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>
Official Flag Football Jersey Company d/b/a Baunfire Athletics		03/10/2017	Corporation: OHIO
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Alleson of Rochester, Inc.		
<b>Doing Business As:</b>	Alleson Athletic		
<b>Street Address:</b>	2921 Brighton Henrietta Townline Road		
<b>City:</b>	Rochester		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	14623		
<b>Entity Type:</b>	Corporation: NEW YORK		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3815950	OFFICIAL FLAG FOOTBALL JERSEY	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	5852322152		
<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>	585-231-1197		
<b>Email:</b>	kmarkert@hselaw.com		
<b>Correspondent Name:</b>	Katherine A. Markert		
<b>Address Line 1:</b>	1600 Bausch & Lomb Place		
<b>Address Line 2:</b>	Harter Secrest & Emery LLP		
<b>Address Line 4:</b>	Rochester, NEW YORK 14604		
<b>NAME OF SUBMITTER:</b>	Katherine A. Markert		
<b>SIGNATURE:</b>	/Katherine A. Markert/		
<b>DATE SIGNED:</b>	10/11/2017		
<b>Total Attachments: 6</b>			
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## Assignment of Intellectual Property

This Assignment of Intellectual Property is made as of this 10<sup>th</sup> day of March, 2017 (the "Effective Date") by and between Official Flag Football Jersey Company, d/b/a Baunfire Athletics, a company having an address of 5688 Spring Ridge Drive, Wadsworth, OH 44281 (hereinafter "Assignor") and Alleson of Rochester, Inc. d/b/a Alleson Athletic, a New York corporation having a principal place of business at 2921 Brighton Henrietta Townline Road, Rochester, NY 14623, its successors, legal representatives, and assigns (hereinafter "Assignee")

WHEREAS, Assignor and Assignee are parties to that certain Intellectual Property Purchase Agreement entered into as of March \_\_\_\_, 2017 (the "Agreement"), pursuant to which Assignor agreed to sell, and Assignee agreed to acquire, the patents and patent applications set forth in Exhibit A (the "Patents") and the trademark set forth in Exhibit B (the "Trademark");

WHEREAS, Assignor is the record owner of the Patents and the Trademark and Assignor desires to transfer, on a worldwide basis, any and all of its rights, title and interest in, to and under the Patents and the Trademark;

WHEREAS, Assignee desires to acquire and Assignor is willing to assign to Assignee all of Assignor's right, title and interest in and to the Patents and the Trademark.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and as more fully set forth in the Agreement and subject to the terms and conditions therein, Assignor and Assignee intending to be legally bound, agree as follows:

Assignor assign, transfer, grant, convey, and relinquish exclusively to Assignee any and all of Assignor's right, title, and interest worldwide in and to the Patents and in and to any patents and all applications that have been or may be filed on the inventions disclosed by the Patents anywhere in the world, including any and all divisionals, continuations, continuations in part, extensions, renewals, and reissues thereof; and in and to all applications for patents or similar legal protection that may hereafter be filed for said invention in any country, all patents or similar legal protection that may be granted for said invention in any country and all extensions, renewals and reissues thereof or legal equivalent thereof, and in and to any Letters Patents, Inventors' Certificates, Design Registrations, Industrial Models, Utility Models, and all other forms of protection that may be granted thereon, including the right to file applications and the right to claim priority from any applications worldwide, and including the right to pursue and obtain any damages, recoveries, remedies for past infringements of these protections.

Assignor also assigns and transfers to Assignee its entire right, title, and interest in the Trademark, the Trademark Registration, and all goodwill associated with the Trademark, and the right to sue and recover for past infringement of the Trademark, as fully and completely as permitted by law.

Assignor hereby authorizes and requests the Director of Patents and Trademarks of the United States, and any official of any other country whose duty it is to assign patents, trademarks or similar legal protection, to assign, transfer, convey the Patents and the Trademark to Assignee, the same to be held by Assignee for its own use and benefit, to the full end of the term for which said Patents and Trademark or similar legal protection are or may be granted, as fully and entirely as the same would have been held and enjoyed by Assignor had this assignment not been made.

Assignor hereby further agrees, upon the request of Assignee, to promptly take such other actions as may be reasonably necessary to vest, secure, perfect, protect or enforce the rights and interests of Assignee in, to and under the Patents and the







**Exhibit A**

- US Patent No. D599,528
- US Patent No. D616,180
- US Patent No. D622,933
- US Patent No. D635,330
- US Patent No. D643,180
- US Patent No. D643,595
- US Patent Application No. 12/231,232
- US Patent Application No. 11/637,507
- US Patent Application No. 29/293,814
- US Patent Application No. 29/293,816
- Canada Patent Application No. 2,613,626
- Mexico Patent Application No. 2007015775

**Exhibit B**

- Trademark - OFFICIAL FLAG FOOTBALL JERSEY - Registration No.  
3,815,950