# CH \$40.00 38159

# TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM446777

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL

# **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Official Flag Football Jersey Company d/b/a Baunfire Athletics		03/10/2017	Corporation: OHIO

#### **RECEIVING PARTY DATA**

Name:	Alleson of Rochester, Inc.	
Doing Business As:	Alleson Athletic	
Street Address:	2921 Brighton Henrietta Townline Road	
City:	Rochester	
State/Country:	NEW YORK	
Postal Code:	14623	
Entity Type:	Corporation: NEW YORK	

#### **PROPERTY NUMBERS Total: 1**

Property Type	Number	Word Mark
Registration Number:	3815950	OFFICIAL FLAG FOOTBALL JERSEY

#### CORRESPONDENCE DATA

**Fax Number:** 5852322152

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.

**Phone:** 585-231-1197

Email: kmarkert@hselaw.com
Correspondent Name: Katherine A. Markert

Address Line 1:1600 Bausch & Lomb PlaceAddress Line 2:Harter Secrest & Emery LLPAddress Line 4:Rochester, NEW YORK 14604

NAME OF SUBMITTER:	Katherine A. Markert
SIGNATURE:	/Katherine A. Markert/
DATE SIGNED:	10/11/2017

# **Total Attachments: 6**

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**Assignment of Intellectual Property** 

This Assignment of Intellectual Property is made as of this was 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:

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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

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Trademark. Such actions shall include, without limitation, the prompt execution and delivery of documents in recordable form (including the prompt execution and delivery of additional confirmatory assignments, including those required for any other patent office in other applicable jurisdictions) and the provision of documents and information useful or necessary for Assignee to file, prosecute or maintain any registration or application for any of the Patents or the Trademark, or pursue or defend any administrative, court, or other legal proceeding involving any of the Patents or the Trademark. Assignor further agrees that in the event any said Patents thereon, becomes involved in an interference, upon request of Assignee, Assignor will cooperate to the best of its ability with Assignee in preparing the preliminary statement and giving and producing evidence in support thereof. Assignor hereby agrees to perform, upon such request, any and all affirmative acts to obtain said patents or similar legal protection, and vest all rights therein in Assignee as fully and entirely as the same would have been held and enjoyed by Assignor if this assignment had not been made.

Assignor hereby covenants and warrants that as of the date hereof it is the true lawful owner of the entire, right, title, and interest in the Patents, and the Trademark, that it has full right and power to convey the same, that the same are free and clear of all liens, charges, and encumbrances whatsoever, and that they have not executed and will not execute any agreement in conflict herewith.

Executed this  $\frac{5}{2}$  day of March 2017,

at Howtington Druk, Nohland OH

Jack R. Bayin II

State of  $\frac{\hat{O}H/O}{}$  ) SS

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County of Astronia)	
Before me personally appeared said A and acknowledged the foregoing instrument of Markett, 2017.	et R. Baun II t to be his free act and deed this _O & day
Seal  Vicki L. Howman, Notary P State of Ohio My commission expiresMy Commission Expires	ublic 1/27/18 Seik: X. Hourn
My commission expiresMy Commission Expires 2	(Notary Public)
	(Notary 1 dolle)
Executed this day of March, 2017,	
at	Ministration of the American Control of the Control
	<pre><name of="" person="" signing=""></name></pre> For Assignee
State of )	
County of)	
Before me personally appeared said and acknowledged the foregoing instrument of, 2017.	to be his free act and deed this day
Seal	
My commission expires	
	(Notary Public)

Executed this _\( \textstyle \tex
at Rochest NY 14623
Peter Palermo For Assignee
State of New State of State of New State of
County of Monro?
Before me personally appeared said <u>Peter Palermo</u> and acknowledged the foregoing instrument to be his free act and deed this <u>Ideal</u> day of <u>March</u> , 2017.
Seal  My commission expires 8/18/17 (Notary Public)
SUSAN M. BLUM

SUSAN M. BLUM
Notary Public, State of New York
MONROE COUNTY
My Commission Expires August 18, 2017

# 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

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**RECORDED: 10/11/2017**