

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM451206

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

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
EDWARD EINHORN		06/01/2015	INDIVIDUAL: UNITED STATES

RECEIVING PARTY DATA

Name:	ANN M EINHORN
Street Address:	P.O. BOX 702
Internal Address:	7 BRISTOL COURT
City:	ALPINE
State/Country:	NEW JERSEY
Postal Code:	07620
Entity Type:	INDIVIDUAL: UNITED STATES
Name:	EINHORN UNLIMITED LLC
Street Address:	P.O. BOX 702
City:	ALPINE
State/Country:	NEW JERSEY
Postal Code:	07620
Entity Type:	Limited Liability Company: NEW JERSEY

PROPERTY NUMBERS Total: 3

Property Type	Number	Word Mark
Registration Number:	4309309	NATIONAL YOUTH BASEBALL CHAMPIONSHIPS
Registration Number:	4528810	NATIONAL YOUTH BASEBALL CHAMPIONSHIPS
Registration Number:	4709730	NYBC

CORRESPONDENCE DATA

Fax Number:

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: 8605279211
 Email: alixyaleristas@gmail.com
 Correspondent Name: NANCY KENNEDY
 Address Line 1: 750 MAIN ST
 Address Line 2: ALIX YALE RISTAS
 Address Line 4: HARTFORD, CONNECTICUT 06103

CH \$90.00 4309309

ATTORNEY DOCKET NUMBER:	SPHGP/M605
NAME OF SUBMITTER:	NANCY KENNEDY
SIGNATURE:	/NANCY KENNEDY/
DATE SIGNED:	11/16/2017

Total Attachments: 11

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6-1-15
ASSIGNMENT AND TRANSFER AGREEMENT

This Assignment and Transfer Agreement ("Agreement") is made as of June 1, 2015 ("Effective Date") between Ann M. Einhorn, individually, and Einhorn Unlimited, a N.J. Limited Liability Company, (jointly and severally "Assignee"); and Edward M. Einhorn, individually, by assignment of his one Hundred percent (100%) interests in the below defined "Assigned Property", "Intellectual Property" (or "IP") and "Intellectual Property Rights" (hereafter "Assignor Interests") has implemented the result(s) as follows:

The Assignor Interests are hereby irrevocably and irrefutably assigned to Ann M. Einhorn, individually on the day above stated lawfully effectuated by through the Power of Attorney (POA) dated November 29, 2001 held by Ann M. Einhorn for and on behalf of her spouse, Edward M. Einhorn ("Assignor") attached hereto as Exhibit A as supplemented by paragraph

In consideration of the mutual promises and covenants contained in this Agreement, the parties agree as follows:

1. Definitions

1.1 "Assigned Property" means the property listed in Exhibit B and all Intellectual Property and Intellectual Property Rights forming a part of, embodied, in or necessary for use of the property as granted to Assignor by the Registration #'s granted by the United States Patent and Trademark Office ("USPTO") which the Registration Rights from the USPTO confer as set forth in Exhibit B hereto, and no other, and

1.2 "Intellectual Property" in this instance are all protected intellectual property necessary and incidental to the registration #'s set forth in Exhibit B including words, names & symbols, used to identify or distinguish a business, good, group, product, or service or to indicate a form of certification, including without limitation logos, product designs, and product features pertaining the National Youth Baseball Championship or "NYBC" which the Registration Rights from the USPTO set forth in Exhibit B confer, and no other ("Trademarks"), and

1.3 "Intellectual Property Rights" are rights in, arising out of, or associated with the Trademarks, including without limitation, that which the Registration Rights from the USPTO set forth in Exhibit B confers and no other. ("Trademark Rights")

2. Assignment. Assignor hereby perpetually, irrevocably, and unconditionally assigns, transfers, and conveys to Assignee and its successors and assigns, all of Assignor's right, title, and interest in and to the Assigned Property. Assignor further perpetually, irrevocably, and unconditionally assigns, transfers, and conveys to Assignee and its successors and assigns all claims for past, present and future infringement of the Intellectual Property Rights included in the Assigned Property, including all rights to sue for and to receive and recover all profits and damages accruing from an infringement misappropriation prior to the Effective Date as well as the right to grant releases for past infringements. Assignor hereby waives, releases and agrees that Assignee shall have unrestricted ability to re-assign, sell, license or pledge the Assignor Interests which may be hereafter made by Assignee (all or in part) in the sole discretion of Assignee.

3. Consideration. In consideration for assignments made by Assignor under this Agreement, Assignee will pay Assignor \$ 10.00 dollars.

4. Representations and Warranties. Assignor represents and warrants to Assignee that: Assignor exclusively owns all right, title, and interest in and to the Assigned Property; Assignor has not granted and will not grant any licenses or other rights to the Assigned Property to any third party; the Assigned Property is free of any liens, encumbrances, security interests, and restrictions on transfer; to Assignor's knowledge, the Intellectual Property that is assigned as part of the Assignor Interests does not infringe Intellectual Property Rights of any third party; and there are no legal actions, investigations, claims, or proceedings pending or threatened relating to the Assignor Interests, conveyed with only the rights/entitlement(s) as granted by the USPTO.

5. Supplement to Power of Attorney. In specific supplement of, and not in diminishment of the Powers set forth in Exhibit A, it is the intent of Assignor that, if at any time Assignee is unable, for any reason, to secure Assignor's signature on any letters patent, copyright, or trademark assignments or applications for registrations, or other documents or filings pertaining to any or all of the Assignor Interests, whether because of Assignor's unwillingness, or for any other reason whatsoever, Assignor hereby irrevocably designates and appoints Assignee and its duly authorized officer and agent and attorney-in-fact, to act for and on its behalf and stead to execute and file any and all such applications, registrations, and other documents and to do all other lawfully permitted acts to further the good standing, renewal, and use of Assignor Interests with the same legal force and effect as if executed by Assignor.

6. Miscellaneous

6.1 Binding on Successors. This Agreement will inure to the benefit of, and be binding upon, the parties, together with their respective representatives, successors, and assigns.. Assignee may assign this Agreement in its discretion. Ann Einhorn empowers EU as Agent with POA; See Exhibit C.

6.2 Severability. If any provision of this Agreement is held invalid by any court of competent jurisdiction, such invalidity will not affect the validity or operation of any other provision, and the invalid provision will be deemed severed from this Agreement.

6.3 Entire Agreement. This Agreement is the entire agreement concerning the subject matter hereof. It supersedes all prior and contemporaneous agreements, assurances, representations, and communications between the parties.

[Assignor]

EDWARD M. EINHORN
a/k/a Edward Einhorn

By: Ann M. Einhorn
By: Ann M. Einhorn; Attorney-in fact
(a/k/a Ann Einhorn)

[Assignees] Accepted:

By: Ann M. Einhorn
Ann M. Einhorn a/k/a Ann Einhorn

EINHORN UNLIMITED LLC

By: Jeff Einhorn
Jeff Einhorn, a Director

EXHIBIT A

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS,

That I, EDWARD M. EINHORN, as principal, residing at 7 Bristol Court, Alpine, New Jersey 07620, do hereby constitute and appoint ANN M. EINHORN residing at 7 Bristol Court, Alpine, New Jersey 07620, to act as my true and lawful attorney for me, and in my name, place and stead,

(a) To acquire by purchase or otherwise and to enter upon and take possession of any lands, tenements and hereditaments that may belong to me, or to the possession of which I may be entitled, and to make improvements thereon;

(b) To ask, collect and receive any rents, profits, issues or income of any and all of such lands, tenements and hereditaments, or of any part or parts thereof;

(c) To pay any and all taxes, charges and assessments that may be levied, assessed or imposed upon any of my lands, buildings, tenements or other structures;

(d) To make, execute and deliver any deed, mortgage or lease, whether with or without covenants and warranties, in respect of any such lands, tenements and hereditaments, or of any part or parts thereof, and to manage, repair, rebuild or reconstruct any buildings, houses or other structures or any part or parts thereof, that may now or hereafter be erected upon any such lands;

(e) To extend, renew, replace or increase any mortgage or mortgages now or hereafter affecting any of my lands, tenements and hereditaments and/or any personal property belonging to me, and, for any such purposes, to sign, seal, acknowledge and deliver any bond or bonds, or to make, sign and deliver any note or notes, or any extension, renewal, consolidation or apportionment agreement or agreements, or any other instrument, whether sealed or unsealed, that may be useful or necessary to accomplish any of the foregoing purposes;

(f) To obtain insurance of any kind, nature or description whatsoever, on any of my lands, tenements and hereditaments and/or in connection with the management, use or occupation thereof and/or on any personal property belonging to me and/or in respect of the rents, issues and profits arising therefrom, and to make, execute and file proof or proofs of all loss or losses sustained or claimable thereunder, and all other instruments in and about the same, and to make, execute and deliver receipts, releases or other discharges therefor, under seal or otherwise;

(g) To demand, sue for, collect, recover and receive all goods, claims, debts, monies, interests and demands whatsoever now due, or that may hereafter be due or belong to me (including the right to institute any action, suit or legal proceeding for the recovery of any land, buildings, tenements or other structures, or any part or parts thereof, to the possession whereof I may be entitled) and to make, execute and deliver receipts, releases or other discharges therefor, under seal or otherwise;

(h) To make, execute, endorse, accept, collect and deliver any or all bills of exchange, checks, drafts, notes and trade acceptances;

(i) To pay all sums of money at any time or times, that may hereafter be owing by me upon any bill of exchange, check, draft, note or trade acceptance, made, executed, endorsed, accepted and delivered by me, or for me, and in my name, by my said attorney;

(j) To invest in bonds, preferred or common stocks, mortgages, partnerships (limited or general) or other property, real or personal, and to sell, mortgage or hypothecate the same, and to make, execute and deliver an assignment or assignments thereof, either absolutely or as collateral security;

(k) To prosecute, defend, settle, adjust, compound, submit to arbitration and compromise all actions, suits, accounts, reckonings, claims and demands whatsoever that now are, or hereafter shall be, between me and any person, firm, association or corporation, in such manner and in all respects as my said attorney shall think fit;

(l) To file any proof of debt, or take any other proceedings, under the Bankruptcy Act, or under any law of any state or territory of the United States, in connection with any such claim, debt, money or demand, and, in any such proceeding or proceedings, to vote in the election of any trustee or trustees, or assignee or assignees, and to demand, receive and accept any dividend or dividends, or distribution or distributions that may be or become payable therein or thereunder;

(m) To hire investment managers, accountants, attorneys at law, clerks, workmen and others, to delegate discretionary authority to them and to remove them, and appoint others in their place, and to pay and allow to the persons to be so employed such salaries, wages or other remunerations, as my said attorney shall think fit;

(n) To constitute and appoint, in her or his place and stead, and as her or his substitute, one attorney or more, for me, with full power of revocation;

(o) To open, continue, modify and terminate any type of account or relationship with a banking or brokerage institution;

(p) To enter any safe deposit box or other place of safekeeping standing in my name alone or jointly with another and to remove the contents and to make additions, substitutions and replacements;

(q) To represent me in all Federal, state, local and foreign tax matters for all years with full power, subject to revocation, to perform any and all acts that I can perform, including the power to receive (but not to endorse and collect) checks in payment of any refund of Federal, state, local or foreign taxes, penalties, or interest; to execute and file petitions to the Tax Court of the United States and all papers in connection with such proceedings; to delegate authority or to substitute another attorney(s) or agent; to execute waivers (including offers of waivers) of restrictions on assessment or collection of deficiencies in tax and waivers of notice of disallowance of a claim for credit or refund; to execute consents extending the statutory period for assessment or collection of taxes; to execute a closing agreement (under Section 7121 of the

Internal Revenue Code or corresponding provision of state, local or foreign law) in respect of a tax liability or a specific matter; to execute a protest to a determination of taxes by a district director, or a state, local or foreign authority; to make, execute and file tax returns; to execute claims for refund and/or abatement; to execute applications for extensions of time to file tax returns; and to receive confidential information with respect to the above tax matters. This paragraph (g) is intended to supersede any and all general powers of attorney with respect to tax matters or which are not specific as to the taxes involved (including any power limited to the making, execution or filing of returns) heretofore given by me in my individual capacity, but is not intended to revoke powers of attorney which relate to tax matters of a specific year or years or to a specified audit or proceeding;

(r) To exercise any rights, powers or elections under qualified or non-qualified retirement plans, including but not limited to the right to make IRA contributions and withdrawals, to rollover qualified amounts into an IRA, to elect pay-out options and to make or change existing beneficiary designations;

(s) To make tax-free gifts to my spouse and my issue living from time to time or to a trust for the primary benefit of any of them or to a custodian for any of my issue under the Uniform Gifts or Transfers to Minors Act of any state, to be held by such custodian until such individual issue shall attain the age of twenty-one (21) years, if state law so permits, in order to take advantage of the annual exclusion from Federal gift tax and the exclusion from Federal gift tax for certain educational and medical expenses. The foregoing power may be exercised without regard to any laws regarding self-dealing;

(t) To make advancements, whether tax-free or taxable, of gifts under my Will that my attorney-in-fact believes is my current Will, after consultation with my attorneys, Cleary, Gottlieb, Steen & Hamilton. The foregoing power may be exercised without regard to any laws regarding self-dealing;

(u) To release my power to reacquire EWS Corp. shares under the "EINHORN 2001 GST EXEMPTION TRUST". The foregoing power may be exercised without regard to any laws regarding self-dealing; and

(v) To do any other act or acts which the principal can do through an agent in connection with the principal's affairs as an alter ego of the principal, whether or not enumerated above.

Without in any way limiting the foregoing, generally to do, execute and perform any other act, deed, matter or thing whatsoever, that ought to be done, executed and performed, or that, in the opinion of my said attorney ought to be done, executed or performed in and about the premises, of every nature and kind whatsoever, as fully effectual as I could do if personally present.

In addition to the foregoing powers, my attorney-in-fact shall have all of the powers to conduct banking transactions as are specified in Title 46, §2B-11 of the New Jersey statutes (which powers are hereby incorporated in this power of attorney) except to the extent


that the powers therein set forth are inconsistent with the powers herein expressly granted to my said attorney.

And I do hereby ratify and confirm all whatsoever that my said attorney, or her or his substitute or substitutes, shall do, or cause to be done, in or about the premises, by virtue of this power of attorney.



This power of attorney shall not be affected by the subsequent disability or incompetence of the principal.

This instrument may not be changed orally.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this 27th day of November, 2001.


Edward M. Einhorn

WITNESSED BY:

STATE OF New York)
COUNTY OF New York) ss.:

On this 27th day of November, 2001, before me, the undersigned, a Notary Public in and for said State, personally appeared EDWARD M. EINHORN, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.


Notary Public

ANNE TAYLOR CUSTIS
Notary Public, State of New York
No. 02015020199
Qualified in New York County
Commission Expires July 28, 2005

EXHIBIT B

Dates of IP registrations i/n/o Edward Einhorn: to provide exact reading of name holding rights comprising transfer of interests from Edward Einhorn to Ann Einhorn and Einhorn Unlimited.

(i) National Youth Baseball Championships (Clothing); previously provided
Edward Einhorn
March 26, 2013
4,309,309

(ii) National Youth Baseball Championships (Entertainment Services); provided
Edward Einhorn
May 13, 2014
USPTO # 4,528,810

(iii) NYBC (Baseball Caps) : provided
Edward Einhorn
March 24, 2015
USPTO # 4,709,730

EXHIBIT C

APPOINTMENT OF AGENT

EDWARD Am

I, Ann Einhorn, hereby appoint Einhorn Unlimited, LLC "Agent" to hold in my name, by my having Power of Attorney for my husband, ~~Edwin~~ Einhorn, ownership of the intellectual property rights appertaining to the National Youth Baseball Championships, and to act in my place and stead, contract on my behalf, and collect funds on my behalf as my Agent authorized to do so.

AGREED TO AND ACCEPTED BY:

EDWARD Am
Edwin Einhorn c/o Ann Einhorn, by her
Power of Attorney for Edwin Einhorn

Dated: June 1, 2015

EDWARD

Am

AGENCY ACCEPTED BY:

Einhorn Unlimited, LLC

JM
Jeff Einhorn, Director

Dated: June 1, 2015