

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM451418

| | | | |
|---|--|-----------------------|---|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| Compass Athletic Equipment, LLC | | 09/25/2017 | Limited Liability Company: PENNSYLVANIA |
| RECEIVING PARTY DATA | | | |
| Name: | Dick's Sporting Goods, Inc. | | |
| Street Address: | 345 Court Street | | |
| City: | Coraopolis | | |
| State/Country: | PENNSYLVANIA | | |
| Postal Code: | 15108 | | |
| Entity Type: | Corporation: DELAWARE | | |
| PROPERTY NUMBERS Total: 6 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 2458582 | SPIRIT | |
| Registration Number: | 3010609 | ASD | |
| Registration Number: | 3974427 | TATTOO | |
| Registration Number: | 5131214 | AD STARR | |
| Registration Number: | 5204574 | AD STARR | |
| Serial Number: | 87356020 | NX3 | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | 4048817777 | | |
| <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: | 404-881-7000 | | |
| Email: | kelly.branch@alston.com | | |
| Correspondent Name: | Ginabeth B. Hutchison | | |
| Address Line 1: | 1201 West Peachtree Street | | |
| Address Line 4: | Atlanta, GEORGIA 30309 | | |
| NAME OF SUBMITTER: | Ginabeth B. Hutchison | | |
| SIGNATURE: | /Ginabeth B. Hutchison/ | | |
| DATE SIGNED: | 11/16/2017 | | |

OP \$165.00 2458582

Total Attachments: 5

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INTANGIBLE PROPERTY ASSIGNMENT AGREEMENT

This INTANGIBLE PROPERTY ASSIGNMENT AGREEMENT (this “Assignment”) is made and executed as of this September 25, 2017 (the “Effective Date”), by and between COMPASS ATHLETIC EQUIPMENT, L.L.C., a Pennsylvania limited liability company (“Assignor”) and DICK’S SPORTING GOODS, INC., a Delaware corporation (“Assignee”). All capitalized terms used herein and not defined herein shall have the respective meanings ascribed to such terms in that certain Asset Purchase Agreement dated as of September 11, 2017, by and among Assignor, Assignee and the Equityholders (the “Agreement”).

WHEREAS, pursuant to the Agreement, Assignor has agreed to sell, transfer, convey, assign and deliver to the Assignee the Assets and has agreed to assign to the Assignee all of the Assignor’s rights, title and interests in and to Assignor’s intangible property included in those Assets, including without limitation the Assignor’s customer lists (the “Customer List”), the trademarks and trade names identified on Schedule A attached hereto and all registered and unregistered domestic and foreign trademarks, trademark registrations, trademark applications, renewal rights and all goodwill relating thereto (the “Marks”), the domain names identified on Schedule A (the “Domain Names” together with the Customer List, and Marks, the “Intangible Property”).

WHEREAS, Assignor is the exclusive owner of the Intangible Property; and

WHEREAS, Assignee wishes to be the exclusive owner of the Intangible Property and Assignor wishes to transfer all of Assignor’s ownership of the Intangible Property to Assignee;

NOW, THEREFORE, in consideration of the Agreement and the mutual covenants and promises contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

The recitals set forth above are an integral part of this Assignment and are part of the consideration of the parties’ undertaking hereto, and are incorporated herein by reference as if set forth in their entirety.

1. Assignment. Assignor hereby assigns, grants, conveys, sells and delivers unto the Assignee, its successors and assigns, all right, title, and interest in and to the Intangible Property, together with the goodwill associated therewith. To the extent that any of Assignor’s right or title in and to the Intangible Property cannot be assigned and transferred by Assignor, then Assignor hereby grants Assignee an irrevocable, worldwide, fully paid-up, royalty-free, exclusive license, with the right to sublicense through multiple tiers, to make, have made, use, have used, sell, have sold, offer for sale, have offered for sale, import, have imported, improve, and otherwise exploit or utilize in any manner, the Intangible Property. Assignee does hereby accept the assignment set forth above and Assignee hereby assumes and agrees to perform and discharge, from and after the date hereof, all of Assignor’s obligations arising from, in connection with, or related to the Intangible Property.

2. Rights and Privileges. All rights and privileges, including the right to sue for and receive all damages from past and future infringements of the Intangible Property, will be held and enjoyed by the Assignee and its successors, assigns and other legal representatives.

3. Further Assurances. Assignor represents and warrants to Assignee, its successors and assigns that on the date hereof Assignor is the exclusive owner of the Intangible Property and has the right to assign the Intangible Property. Assignor agrees, at the Assignee’s expense and request: (i) to assign, deliver and

communicate to Assignee, its representatives, agents, successors and assigns any facts and materials relating to the Intangible Property, including evidence for interference purposes or for other legal proceedings whenever requested and all files, documents and communications pertaining to the Intangible Property, including all communications to and from the U.S. Patent and Trademark Office and any and all legal counsel advising on or assisting with the Intangible Property; (ii) to testify in any opposition, cancellation, or other legal proceeding whenever requested; (iii) to execute and deliver whenever requested all lawful papers required to make any of the foregoing provisions effective; and (iv) to generally provide all further cooperation, including taking such further action and executing such additional documents, which Assignee, its successors and assigns reasonably request to secure, obtain or enforce proper protection for the Intangible Property and all associated rights in this or any foreign country.

4. Authorization. Assignor authorizes and requests the Commissioner of Patents and Trademarks of the United States, and any other official throughout the world whose duty is to register and record ownership in trademark registrations and applications for registration of trademarks, to record Assignee as the assignee and owner of any and all of Assignor's rights in the Intangible Property.

5. Miscellaneous. This Assignment will be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns, each of which such successors and permitted assigns will be deemed to be a party hereto for all purposes hereof. This Assignment and any of the terms contained herein may be amended or modified by Assignor and Assignee only in writing. This Assignment is executed by, and shall be binding upon, Assignor and Assignee and their respective successors and assigns, for the uses and purposes set forth and referred to above, effective immediately upon its delivery to Assignee. Nothing in this Assignment supersedes, expands, or extinguishes any of the obligations, agreements, covenants, representations or warranties of Assignor or Assignee contained in the Agreement. This Assignment shall be subject to the terms, conditions and covenants set forth in the Agreement and, in the event that any provision of this Assignment is construed to conflict with a provision in the Agreement, the provision in the Agreement shall be deemed to be controlling. This Assignment shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania. This Assignment may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Nothing in this Assignment, expressed or implied, is intended or shall be construed to confer upon or give to any person, firm or corporation other than Assignor and Assignee, their successors and assigns, any remedy or claim under or by reason of this instrument or any term, covenant or condition hereof, and all of the terms, covenants, conditions, promises and agreements contained in this instrument shall be for the sole and exclusive benefit of Assignor and Assignee, their successors and assigns.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties have duly executed this Assignment as of the Effective Date.

ASSIGNOR:

COMPASS ATHLETIC EQUIPMENT, L.L.C.

By: 

Name: Dave Kalla

Title: President

ASSIGNEE:

DICK'S SPORTING GOODS, INC.

By: _____

Name: Lauren Hobart

Title: President

[signature page to Intangible Property Assignment Agreement]

TRADEMARK
REEL: 006208 FRAME: 0920

IN WITNESS WHEREOF, the parties have duly executed this Assignment as of the Effective Date.

ASSIGNOR:

COMPASS ATHLETIC EQUIPMENT, L.L.C.

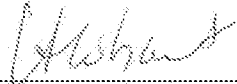
By: _____

Name: Dave Kalla

Title: President

ASSIGNEE:

DICK'S SPORTING GOODS, INC.

By:  _____

Name: Lauren Hobart

Title: President

{signature page to Intangible Property Assignment Agreement}

Schedule A

Marks and Trade Names

| A D STARR TRADEMARK PORTOFOLIO | | | | | | | | | |
|--------------------------------|---------------------|------------|--------------|--------------------------|------------|-------------------|---------------------|-------------------------------------|---------------|
| | | | | | | | | | May 19, 2017 |
| FILE NUMBER | TITLE | SERIAL NO. | FILING DATE | COUNTRY NAME | STATUS | REGISTRATION DATE | REGISTRATION NUMBER | NEXT ACTIVITY | NEXT DUE DATE |
| 01474/005 | SPRINT | 75842432 | Nov 6, 1999 | United States of America | Registered | Jun 5, 2001 | 7458582 | Sec 8/9 Renewal Deadline | Jun 5, 2021 |
| 01474/009 | ASD & DESIGN | 78353585 | Jan 19, 2004 | United States of America | Registered | Nov 1, 2005 | 3010609 | Sec 8/9 Renewal Deadline | Nov 1, 2025 |
| 01474/010 | TATTOO | 88158974 | Oct 22, 2010 | United States of America | Registered | Jun 7, 2013 | 3974427 | Sec 8/9 Renewal Deadline | Jun 7, 2021 |
| 01474/012 | AD STARR and Design | 88783686 | Oct 9, 2013 | United States of America | Registered | Jan 31, 2017 | 5131214 | Soft Use Deadline | Jan 31, 2020 |
| | | | | | | | | Sec 8 and/or 15 Filing Deadline | Jan 31, 2023 |
| | | | | | | | | Sec 8/9 Renewal Deadline | Jan 31, 2027 |
| 01474/013 | AD STARR and design | 87199385 | Oct 6, 2016 | United States of America | Registered | May 16, 2017 | 5209574 | Sec 8 and/or 15 Filing Deadline | May 16, 2023 |
| 01474/014 | NMS | 87958020 | Mar 2, 2017 | United States of America | Pending | | | Check Status of Application | Jun 2, 2017 |
| | | | | | | | | Foreign/Counterpart Filing Deadline | Sep 2, 2017 |

Domain Names

www.adstarr.com and all derivations thereof.

www.catchersgear.net and all derivations thereof.