ETAS ID: TM453680

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1

Stylesheet Version v1.2

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

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Battle Sports, LLC		08/29/2017	Limited Liability Company: NEBRASKA

RECEIVING PARTY DATA

Name:	JOCDOC, LLC	
Street Address:	5530 W. Chancery Road	
City:	Lincoln	
State/Country:	NEBRASKA	
Postal Code:	68521	
Entity Type:	Limited Liability Company: NEBRASKA	

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Serial Number:	86365863	IFAST

CORRESPONDENCE DATA

Fax Number: 4023440588

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: 402-344-0500

gderrick@bairdholm.com Email:

Grayson J. Derrick **Correspondent Name:**

Address Line 1: 1700 Farnam Street, Suite 1500 Address Line 4: Omaha, NEBRASKA 68102

NAME OF SUBMITTER:	Grayson J. Derrick	
SIGNATURE:	/Grayson J. Derrick/	
DATE SIGNED:	12/07/2017	

Total Attachments: 3

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> **TRADEMARK** REEL: 006223 FRAME: 0421

TRADEMARK ASSIGNMENT AGREEMENT

THIS TRADEMARK ASSIGNMENT AGREEMENT (the "Agreement") is by and between Battle Sports, LLC, a Nebraska limited liability Company ("Assignor") and JOCDOC, LLC a Nebraska limited liability company ("Assignee").

RECITALS

WHEREAS, Assignor, is the owner of that certain trademark identified in <u>Exhibit A</u>, attached hereto and incorporated by reference (the "<u>Trademark</u>"); and

WHEREAS, Assignee, wishes to acquire the entire rights, title, and interest in the Trademark.

AGREEMENT

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee agree as follows.

- 1. <u>Assignment</u>. Assignor does hereby irrevocably assign to Assignee any and all common law right, title, and interest (including but not limited to, all registration rights with respect to the Trademark, all rights to prepare derivative marks, all goodwill and all other rights), in and to the Trademark.
- 2. <u>Consideration</u>. In consideration for the assignment set forth in Section 1, Assignee has entered into that certain Non-Exclusive License Agreement with Battle-ABC, LLC, a company affiliated with Assignor on or before the date hereof.
- 3. <u>Representations and Warranties</u>. Assignor represents and warrants to Assignee:
 - a. Assignor has the right, power and authority to enter into this Agreement;
 - b. Assignor has not assigned the Trademark, by operation of law or otherwise, in whole or in part, to any other individual, company, corporation or other legal entity;
 - c. The Trademark is free of any liens, security interests, encumbrances or licenses;
 - d. To Assignor's knowledge and belief, the Trademark does not infringe the rights of any person or entity;
 - e. There are no claims, pending or threatened, with respect to Assignor's rights in the Trademark;
 - f. This Agreement is valid, binding and enforceable in accordance with its terms; and

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- g. Assignor is not subject to any agreement, judgment or order inconsistent with the terms of this Agreement.
- 4. Entire Agreement. This Agreement, contains the entire understanding and agreement between the parties hereto with respect to its subject matter and supersedes any prior or contemporaneous written or oral agreements, representations or warranties between them respecting the subject matter hereof.
- 5. <u>Amendment</u>. This Agreement may be amended only by a writing signed by both parties.
- 6. <u>Severability</u>. If any term, provision, covenant or condition of this Agreement, or the application thereof to any person, place or circumstance, shall be held by a court of competent jurisdiction to be invalid, unenforceable or void, the remainder of this Agreement and such term, provision, covenant or condition as applied to other persons, places and circumstances shall remain in full force and effect.
- 7. Agreement to Perform Necessary Acts. Assignee agrees to perform any further acts and execute and deliver any documents that may be reasonably necessary to carry out the provisions of this Agreement.
- 8. Governing Law. This Agreement shall be construed in accordance with, and all actions arising hereunder shall be governed by, the laws of the State of Nebraska.

ASSIGNOR:		ASSIGNEE:
Battle Sports, LLC, a liability company	Nebraska limited	JOCDOC, LLC, a Nebraska limited liability company
8y	American A	By: They Editing
Printed Name:	Chris Circo	Printed Name: 1 JOAK BYENJAK
Title:C	DEO	Title: MANAGEA
Date: \\ \mathcal{Z}^* \(Z \mathcal{Z}^* \)	, <u>,</u>	Date: 8 - 29 - 7

EXHIBIT A TRADEMARK

<u>Mark</u> Registration No. **Description of Services**

RECORDED: 12/07/2017

IFAST Athletic ankle braces for medical use; Supports for ankles for medical use 86365863

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