

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM468532

<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>
Bunchball Inc.		03/23/2018	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Schoeneckers, Inc.		
<b>Street Address:</b>	7630 Bush Lake Road		
<b>City:</b>	Minneapolis		
<b>State/Country:</b>	MINNESOTA		
<b>Postal Code:</b>	55340		
<b>Entity Type:</b>	Corporation: MINNESOTA		
<b>PROPERTY NUMBERS Total: 4</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	77244594	NITRO	
<b>Serial Number:</b>	86255243	BUNCHBALL	
<b>Serial Number:</b>	77107866	BUNCHBALL	
<b>Serial Number:</b>	77107857	BUNCHBALL	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	6128775999		
<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>	612-877-5282		
<b>Email:</b>	ip@lawmoss.com		
<b>Correspondent Name:</b>	Moss & Barnett, Glen E. Schumann, Esq.		
<b>Address Line 1:</b>	150 South Fifth Street		
<b>Address Line 2:</b>	Suite 1200		
<b>Address Line 4:</b>	Minneapolis, MINNESOTA 55402		
<b>ATTORNEY DOCKET NUMBER:</b>	82.8139-8140-8142-8143		
<b>NAME OF SUBMITTER:</b>	Glen E. Schumann		
<b>SIGNATURE:</b>	/GlenESchumann/		
<b>DATE SIGNED:</b>	04/04/2018		
<b>Total Attachments: 5</b>			

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## TRADEMARK ASSIGNMENT

This Trademark Assignment (“*Assignment*”) is made and entered into as of March 23, 2018 by and between Schoeneckers, Inc., a Minnesota corporation having a principal place of business at 7630 Bush Lake Road, Minneapolis, MN 55340 (“*Assignee*”) and Bunchball Inc., a Delaware corporation (“*Assignor*”).

WHEREAS, Assignor and Assignee are parties to that certain Asset Purchase Agreement entered into on even date herewith (the “*Agreement*”), pursuant to which Assignor has agreed to sell to Assignee and Assignee has agreed to purchase from Assignor various assets, including without limitation, the trademarks set forth on Schedule A hereto and described below; and

WHEREAS, Assignee desires to acquire Assignor’s entire right, title and interest in and to such trademarks;

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth below and in the Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be bound hereby, the parties hereto agree as follows:

1. **ASSIGNMENT.** Assignor hereby assigns to Assignee all of Assignor’s right, title and interest in and to the trademarks set forth on Schedule A (the “*Marks*”), together with the goodwill of the business symbolized by and associated with the Marks, including all common law rights and trademark registrations for the Marks, same to be held by Assignee for Assignee’s own use and enjoyment, and for the use and enjoyment of Assignee’s successors, assigns and other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment had not been made; together with all rights to income, royalties, and license fees deriving from the Marks, all claims for damages by reason of past, present and future infringements of the Marks and the right to sue for and collect such damages, as permitted under the applicable laws for any jurisdiction or country in which such claims may be asserted for the use and benefit of Assignee and its successors, assigns and other legal representatives.

2. **GENERAL.**

2.1 Severability. In the event that any provision or term of this Assignment, or any word, phrase, clause, sentence or other portion thereof is held to be unenforceable or invalid for any reason, such provision or portion thereof will be modified or deleted in such a manner as to make this Assignment, as modified, legal and enforceable to the fullest extent permitted under applicable laws.

2.2 Entire Agreement. This Assignment, including the schedule attached hereto and other agreements and documents referred to herein, contains the entire agreement and understanding of the parties hereto with respect to its subject matter and supersedes all prior and contemporaneous agreements and understandings, oral and written, among the parties with respect to such subject

matter. To the extent any provision of this Assignment conflicts with any provision of the Agreement, the Agreement will govern.

2.3 Successors and Assigns. This Assignment shall inure to the benefit of and be binding upon the parties hereto and their respective successors and permitted assigns. This Assignment and the rights and obligations hereunder shall be assignable by Assignee without the written consent of Assignor.

2.4 Governing Law. This Assignment shall be governed by and construed in accordance with the internal laws (and not the law of conflicts) of the State of Delaware, regardless of the laws that might otherwise govern under applicable principles of conflicts of laws.

2.5 Counterparts. This Assignment may be executed in any number of identical counterparts, any or all of which may contain signatures of less than all of the parties and all of which shall be construed together as a single binding instrument.

*[Signature Page Follows]*

IN WITNESS WHEREOF, each of the parties hereto has executed this Assignment, or has caused this Assignment to be executed on its behalf by a representative duly authorized, all as of the date first above set forth.

**“Assignor”**

BUNCHBALL INC.,  
a Delaware corporation

By: 

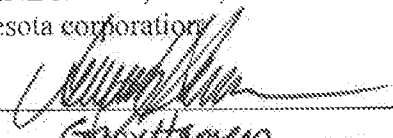
Name: Richard Campbell  
Title: Authorized Officer

[SIGNATURE PAGE TO TRADEMARK ASSIGNMENT]

**TRADEMARK**  
**REEL: 006317 FRAME: 0206**

"Assignee"

SCHOENECKERS, INC.,  
a Minnesota corporation

By:   
Name: Gregory Hansen  
Title: CEO

[SIGNATURE PAGE TO TRADEMARK ASSIGNMENT]

**TRADEMARK**  
**REEL: 006317 FRAME: 0207**

**SCHEDULE A****MARKS**

Jurisdiction	Serial No. / Registration No.	Mark
U.S.	77244594 3640341	NITRO
U.S.	86255243 4687399	BUNCHBALL
U.S.	77107866 3399198	BUNCHBALL
U.S.	77107857 3415282	BUNCHBALL
Australia	International Reg. No. 1016997	BUNCHBALL
China P.R	International Reg. No. 1016997	BUNCHBALL
Community Trademark (EU)	International Reg. No. 1016997	BUNCHBALL
Madrid Protocol	1016997	BUNCHBALL
Japan	International Reg. No. 1016997	BUNCHBALL
Singapore	International Reg. No. 1016997	BUNCHBALL
South Korea	International Reg. No. 1016997	BUNCHBALL
Vietnam	International Reg. No. 1016997	BUNCHBALL