

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM475402

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Clever Athletics Co., LLC		05/14/2018	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Clever Training Operating Co, LLC		
Street Address:	10360 72nd St N, Suite 808		
City:	Seminole		
State/Country:	FLORIDA		
Postal Code:	33777		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	4236910	CLEVER TRAINING	
Registration Number:	4236890	CLEVER TRAINING	
CORRESPONDENCE DATA			
Fax Number:	4247505100		
<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:	3108490336		
Email:	jason@cypressllp.com		
Correspondent Name:	Jason Zedeck		
Address Line 1:	11111 Santa Monica Blvd., Suite 500		
Address Line 4:	Los Angeles, CALIFORNIA 90025		
ATTORNEY DOCKET NUMBER:	CLEVER TRAINING - ASSIGN		
NAME OF SUBMITTER:	JASON ZEDECK		
SIGNATURE:	/jasonpzedeck/		
DATE SIGNED:	05/24/2018		
Total Attachments: 5			
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TRADEMARK ASSIGNMENT AGREEMENT

This TRADEMARK ASSIGNMENT AGREEMENT (this “Agreement”) is made as of May 14, 2018, by and between Clever Athletics Co., LLC, a Delaware limited liability company (“Assignor”), and Clever Training Operating Co, LLC, a Delaware limited liability company (“Assignee”). Capitalized terms used but not otherwise defined herein have the meanings given to such terms in the Purchase Agreement (as defined below).

PURPOSE

Assignor and Assignee are parties to that certain Asset Purchase Agreement dated as of the date of this Agreement (the “Purchase Agreement”); and

The execution and delivery of this Agreement is required under the terms of the Purchase Agreement.

AGREEMENT

For good and valuable consideration including the foregoing recitals and the respective covenants, agreements, representations and warranties contained herein, the receipt and adequacy of which are hereby acknowledged, the parties, intending to be legally bound, agree as follows:

1. Assignment. Upon the terms and subject to the conditions of the Purchase Agreement, Assignor hereby sells, assigns, transfers, conveys and delivers to Assignee all of Assignor’s right, title and interest in and to the trademarks and trademark applications and registrations set forth on Schedule A (including, without limitation, the goodwill and all common law rights associated therewith) (the “Trademarks”), together with the right to sue and collect for past, present and future infringement or other unauthorized use thereof, free and clear of all Encumbrances. Upon Assignee’s request, Assignor will promptly take such actions, including, without limitation, the prompt execution and delivery of documents in recordable form, as may be reasonably necessary to vest, secure, perfect, protect or enforce the rights and interests of Assignee in and to the Trademarks.

2. Conflict with the Purchase Agreement. This Agreement is made in accordance with and subject to the Purchase Agreement, which is incorporated by reference. In the event of an irreconcilable conflict between the terms and conditions of this Agreement and the terms and conditions of the Purchase Agreement, the terms and conditions of the Purchase Agreement shall govern, supersede, and prevail. Notwithstanding anything to the contrary in this Agreement or otherwise, nothing in this Agreement is intended to, extend, amplify, or otherwise alter the representations, warranties, covenants or obligations of the parties contained in the Purchase Agreement or the survival or expiration thereof.

3. Severability. If any provision of this Agreement is held to be invalid or unenforceable for any reason, it shall be adjusted, rather than voided, in order to achieve the intent of the parties hereto to the maximum extent possible. In any event, the invalidity or unenforceability of any provision of this Agreement in any jurisdiction shall not affect the validity or enforceability of the remainder of this Agreement in that jurisdiction or the validity or enforceability of this Agreement, including that provision, in any other jurisdiction.

4. Amendments. This Agreement may not be amended, restated, supplemented or otherwise modified, except in a writing signed by the parties hereto.

5. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, all of which together shall constitute one agreement.

6. Governing Law. This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of Delaware, without regard to the conflict of laws principles or rules thereof.

7. No Third Party Beneficiaries. No provision of this Agreement is intended to confer, or shall be construed as conferring, any rights upon any Person other than the parties hereto and their permitted successors and assigns.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, each party hereto has executed, or caused its duly authorized officer to execute, this Agreement as of the date first written above.

ASSIGNOR:

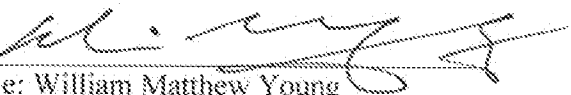
CLEVER ATHLETICS CO., LLC

By: _____
Name:
Title:

ASSIGNEE:

CLEVER TRAINING OPERATING CO, LLC

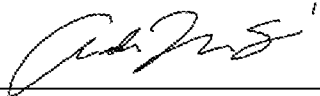
By: Clever Training Acquisitions, LLC
Its: Manager

By: 
Name: William Matthew Young
Title: CEO

IN WITNESS WHEREOF, each party hereto has executed, or caused its duly authorized officer to execute, this Agreement as of the date first written above.

ASSIGNOR:

CLEVER ATHLETICS CO., LLC

By: 
Name: Andrew McSwain
Title: Member

ASSIGNEE:


CLEVER TRAINING OPERATING CO, LLC

By: Clever Training Acquisitions, LLC
Its: Manager

By: _____
Name: William Matthew Young
Title: CEO

SCHEDULE A

Trademarks

Serial Number	Reg. Number	Word Mark	Registration Date	Status
85566932	4,236,910	 Clever Training	11/6/2012	LIVE
85565426	4,236,890	Clever Training	11/6/2012	LIVE