

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM473571

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
SEQUENCE:	1		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
RG (assignment for the benefit of creditors), LLC		04/23/2018	Limited Liability Company:
RazorGator Interactive Group, Inc.		04/23/2018	Corporation:
RECEIVING PARTY DATA			
Name:	EBG Ticket Manager, LLC		
Street Address:	19495 Biscayne Blvd., Suite 300		
City:	Aventura		
State/Country:	FLORIDA		
Postal Code:	33180		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	3357489	FAN2FAN TICKET EXCHANGE	
Registration Number:	2197950	SPORTS TOUR CLASSICS INCORPORATED	
Registration Number:	3263798	TICKET OS	
CORRESPONDENCE DATA			
Fax Number:	4075973552		
<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:	305-907-5076		
Email:	jkritzer@entertainmentbenefits.com		
Correspondent Name:	Joshua Kritzer		
Address Line 1:	5551 Vanguard Street		
Address Line 2:	Attn: Legal Department		
Address Line 4:	Orlando, FLORIDA 32819		
NAME OF SUBMITTER:	Joshua S. Kritzer		
SIGNATURE:	/Joshua S. Kritzer/		
DATE SIGNED:	05/11/2018		

OP \$90.00 3357489

Total Attachments: 4

source=Trademark Assignment#page1.tif

source=Trademark Assignment#page2.tif

source=Trademark Assignment#page3.tif

source=Trademark Assignment#page4.tif

EXHIBIT 9.1 (c)

Trademark Assignment Agreement

This Trademark Assignment Agreement (the “Assignment”) is made as of April 23, 2018 (the “Effective Date”), by and between:

RG (assignment for the benefit of creditors), LLC, a California limited liability company, in its sole and limited capacity as assignee for the benefit of creditors of RazorGator, Inc., with its principal office located at 1100 La Avenida Street, Building A, Mountain View, California 94043, United States;

(“*RG*”)

-and-

RazorGator Interactive Group, Inc. a Delaware corporation, with its principal office located at 1590 Rosecrans Ave #D-421, Manhattan Beach, California 90266, United States;

(“*RIG*” and collectively with RG, the “*Sellers*”)

-and-

EBG Ticket Manager, LLC, with its principal office located at 19495 Biscayne Blvd., Suite 300, Aventura, FL 33180;

(the “*Buyer*”)

Sellers and Buyer are parties to a certain Asset Purchase Agreement, dated as of April 23, 2018, by and between Sellers and Buyer (the “Asset Purchase Agreement”). Capitalized terms used without definitions herein shall have the meanings ascribed to such terms in the Asset Purchase Agreement.

1. Pursuant to, and upon the terms of, the Asset Purchase Agreement, Sellers have agreed to sell, convey, assign and transfer to Buyer, and Buyer has agreed to accept, all right, title and interest of Sellers in and to those specific trademark rights and copyrights throughout the world, including any and all applications, registrations, and common law marks, together with the goodwill of the business associated with and symbolized by same, held by Sellers, set forth in **Schedule A** hereto, together with all common law rights therein and the right of Sellers to sue for past infringement of any and all of said trademarks (hereafter collectively referred to as “Marks”), as fully and entirely as the same would have been held and enjoyed by Sellers had this Assignment not been made.

2. Sellers desire to transfer and assign to Buyer, and Buyer desires to accept the transfer and assignment of all of Sellers' right, title and interest in, to and under such Marks.

3. Sellers, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, do hereby sell, convey, transfer and assign to Buyer, and Buyer hereby accepts the sale, conveyance, transfer and assignment of all right, title and interest of Sellers in, to and under the Marks.

4. Notwithstanding anything to the contrary herein, Sellers and Buyer are executing and delivering this Assignment in accordance with the Asset Purchase Agreement. This Assignment is subject to all of the terms and conditions of the Asset Purchase Agreement, and does not increase any liabilities or obligations nor decrease any rights or interests of either Sellers or Buyer thereunder.

5. This Assignment may be executed in multiple counterparts, each of which shall be deemed an original hereof, and all of which shall constitute a single agreement effective as of the date hereof. Any delivery of an executed counterpart of this Assignment by facsimile or electronic mail shall be as effective as delivery of a manually executed counterpart of this Assignment.

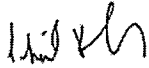
6. This Assignment shall be binding upon and shall inure to the benefit of the parties and their respective successors and assigns.

7. This Assignment shall be governed by and construed in accordance with federal bankruptcy law, to the extent applicable, and, where state law is implicated, the internal laws of the State of California, without giving effect to any principles of conflicts of law.

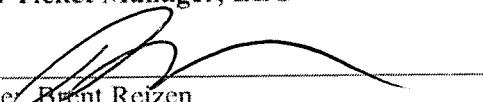
[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, Sellers and Buyer have executed and delivered this Assignment by their duly authorized representatives as of the Effective Date.

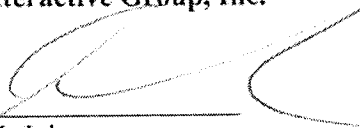
**RG (assignment for the benefit of creditors), LLC,
in its sole and limited capacity as the assignee for the
benefit of creditors of RazorGator, Inc.**

By: 
Name: Michael A. Maily
Title: Manager

EBG Ticket Manager, LLC

By: 
Name: Brent Reizen
Title: Chief Executive Officer

RazorGator Interactive Group, Inc.

By: 
Name: David M. Johnson
Its: Solely in his capacity as the Liquidating Agent and Duly Authorized Officer

9.1(e)

Schedule A

Trademarks

Registrations owned by RazorGator, Inc.

- PRIMESPORT INTERNATIONAL (Canadian Trademark No. TMA540789)

Registrations owned by RazorGator Interactive Group, Inc.

- FAN2FAN TICKET EXCHANGE and Design (US Trademark No. 3357489)
- SPORTS TOUR CLASSICS INCORPORATED (US Trademark No. 2197950)
- TICKET OS (Supplemental Register No. 3263798)