

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM480431

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Utah Jazz Retail, Inc.		02/09/2018	Corporation:
RECEIVING PARTY DATA			
Name:	Fanzz Gear, Inc.		
Street Address:	3775 W California Ave, Suite 100		
City:	Salt Lake City		
State/Country:	UTAH		
Postal Code:	84104		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 9			
Property Type	Number	Word Mark	
Serial Number:	87532129	JUST HATS JH	
Serial Number:	87532121	JUST HATS	
Serial Number:	87532118	JH	
Serial Number:	86586651	FANZZ FANZZ.COM GAME DAY. EVERY DAY.	
Serial Number:	86245721	JUST SPORTS	
Serial Number:	85438146	F FANZZ SPORTS FAN STORE	
Serial Number:	85487078	F	
Serial Number:	75386491	FANZZ	
Serial Number:	75386482	FANZZ	
CORRESPONDENCE DATA			
Fax Number:			
<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>			
Email:	wcarr@anchorch.com		
Correspondent Name:	William Carr		
Address Line 1:	3775 W California Ave, Suite 100		
Address Line 4:	Salt Lake City, UTAH 84104		
NAME OF SUBMITTER:	William Carr		
SIGNATURE:	/William Carr/		

OP \$240.00 87532129

DATE SIGNED:	07/03/2018
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Total Attachments: 5

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TRADEMARK ASSIGNMENT AGREEMENT

This TRADEMARK ASSIGNMENT AGREEMENT (“**Assignment**”), dated as of February 9, 2018, is made by UTAH JAZZ RETAIL, INC., a Utah corporation (“**Seller**”), in favor of FANZZ GEAR, INC., a Delaware corporation (“**Buyer**”), the purchaser of certain assets of Seller pursuant to an Asset Purchase Agreement between Buyer and Seller, dated as of February 9, 2018 (the “**Asset Purchase Agreement**”).

WHEREAS, under the terms of the Asset Purchase Agreement, Seller has conveyed, transferred and assigned to Buyer, among other assets, certain intellectual property of Seller, and has agreed to execute and deliver this Assignment, for recording with the United States Patent and Trademark Office and corresponding entities or agencies in any applicable jurisdictions;

NOW THEREFORE, the parties agree as follows:

1. Assignment. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller hereby irrevocably conveys, transfers and assigns to Buyer, and Buyer hereby accepts, all of Seller’s right, title and interest in and to the following (the “**Assigned Trademarks**”):

(a) the trademark registrations and applications set forth on Schedule 1 hereto and all issuances, extensions and renewals thereof (the “**Trademarks**”), together with the goodwill of the business connected with the use of, and symbolized by, the Trademarks; provided that, with respect to the United States intent-to-use trademark applications set forth on Schedule 1 hereto, the transfer of such applications accompanies, pursuant to the Asset Purchase Agreement, the transfer of Seller’s business, or portion of the business to which the trademark pertains, and that business is ongoing and existing;

(b) all rights of any kind whatsoever of Seller accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions and otherwise throughout the world;

(c) any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

(d) any and all claims and causes of action, with respect to any of the foregoing, whether accruing before, on and/or after the date hereof, including all rights to and claims for damages, restitution and injunctive and other legal and equitable relief for past, present and future infringement, dilution, misappropriation, violation, misuse, breach or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

2. Recordation and Further Actions. Seller hereby authorizes the Commissioner for Trademarks in the United States Patent and Trademark Office and the officials of corresponding entities or agencies in any applicable jurisdictions to record and register this Assignment upon request by Buyer. Following the date hereof, upon Buyer's reasonable request, and at Buyer's sole cost and expense, Seller shall take such steps and actions, and provide such cooperation and assistance to Buyer and its successors, assigns and legal representatives, including the execution and delivery of any affidavits, declarations, oaths, exhibits, assignments, powers of attorney, or other documents, as may be reasonably necessary to effect, evidence or perfect the assignment of the Assigned Trademarks to Buyer, or any assignee or successor thereto.

3. Terms of the Asset Purchase Agreement. The parties hereto acknowledge and agree that this Assignment is entered into pursuant to the Asset Purchase Agreement, to which reference is made for a further statement of the rights and obligations of Seller and Buyer with respect to the Assigned Trademarks. In the event of any conflict or inconsistency between the terms of the Asset Purchase Agreement and the terms hereof, the terms of the Asset Purchase Agreement shall govern.

4. Counterparts. This Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Assignment delivered by facsimile, e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Assignment.

5. Successors and Assigns. This Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

6. Governing Law. This Assignment and any claim, controversy, dispute or cause of action (whether in contract, tort or otherwise) based upon, arising out of or relating to this Assignment and the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws of the United States and the State of Utah, without giving effect to any choice or conflict of law provision or rule (whether of the State of Utah or any other jurisdiction).

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Seller has duly executed and delivered this Assignment as of the date first above written.

UTAH JAZZ RETAIL, INC.

By: *[Signature]*

Name: *Steve Stalks*

Title: *President*

AGREED TO AND ACCEPTED:

FANZZ GEAR, INC.

By: _____

Name:

Title:

Trademark Assignment Signature

IN WITNESS WHEREOF, Seller has duly executed and delivered this Assignment as of the date first above written.

UTAH JAZZ RETAIL, INC.

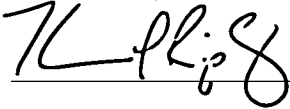
By: _____

Name:

Title:

AGREED TO AND ACCEPTED:

FANZZ GEAR, INC.






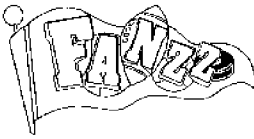
By:  _____

Name: Thomas H. Ripley

Title: CEO

Trademark Assignment Signature

SCHEDULE 1

Serial Number	Reg. Number	Mark
US 87/532,129	NA	
US 87/532,121	NA	JUST HATS
US 87/532,118	NA	
US 86/586,651	US 4,999,455	
US 86/245,721	US 4,687,364	JUST SPORTS
US 85/438,146	US 4,846,250	
US 85/487,078	US 4,207,810	
US 75/386,491	US 2,205,734	
US 75/386,482	US 2,205,733	FANZZ