

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM486490

SUBMISSION TYPE:	CORRECTIVE ASSIGNMENT
NATURE OF CONVEYANCE:	Corrective Assignment to correct the cover sheet identifying Active Brands Company, LLC as a Nebraska corporation previously recorded on Reel 005834 Frame 0285. Assignor(s) hereby confirms the The original assignment set forth in Reel 005834 Frame 0287-0289 is accurate and does not require any corrections.

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Battle Sports Science, LLC		06/20/2016	Limited Liability Company: NEBRASKA

RECEIVING PARTY DATA

Name:	Active Brands Company, LLC
Street Address:	2111 South 67th Street
Internal Address:	Suite 400
City:	Omaha
State/Country:	NEBRASKA
Postal Code:	68106
Entity Type:	Limited Liability Company: NEBRASKA

PROPERTY NUMBERS Total: 8

Property Type	Number	Word Mark
Registration Number:	4605774	BATTLE SPORTS SCIENCE
Registration Number:	4605775	B
Registration Number:	4427901	IMPACT INDICATOR
Registration Number:	4404858	BATTLES MART
Registration Number:	4616238	BATTLE
Registration Number:	4695613	BATTLE XFAST
Registration Number:	4819358	XFAST
Serial Number:	87048653	BATTLE

CORRESPONDENCE DATA

Fax Number: 3032912400

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: 3032912351

Email: pctrademarks@perkinscoie.com, cbeaker@perkinscoie.com

Correspondent Name: Craig A. Beaker

OP \$215.00 4605774

Address Line 1: 1900 Sixteenth Street, Suite 1400
Address Line 4: Denver, COLORADO 80202

NAME OF SUBMITTER: Craig A. Beaker

SIGNATURE: /Craig A. Beaker/

DATE SIGNED: 08/17/2018

Total Attachments: 8

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RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):

Battle Sports Science, LLC

- Individual(s)
- Partnership
- Corporation- State: _____
- Other Limited liability company

Citizenship (see guidelines) Nebraska

Additional names of conveying parties attached? Yes No

3. Nature of conveyance/Execution Date(s) :

Execution Date(s) 06/20/2016

- Assignment
- Security Agreement
- Other _____
- Merger
- Change of Name

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: Active Brands Company, LLC

Street Address: 2111 South 67th Street, Suite 400

City: Omaha

State: Nebraska

Country: United States of America Zip: 68106

- Individual(s) Citizenship _____
- Association Citizenship _____
- Partnership Citizenship _____
- Limited Partnership Citizenship _____
- Corporation Citizenship _____
- Other Limited liability Citizenship Nebraska

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s) _____ Text _____

B. Trademark Registration No.(s)
4605774, 4605775, 4427901, 4404858, 4616238, 4695613, 4819358, 87048653

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

BATTLE SPORTS SCIENCE, B, IMPACT INDICATOR, BATTLESMART, BATTLE, BATTLE XFAST, XFAST, BATTLE

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: Craig A. Beaker, Perkins Coie LLP

Internal Address: _____

Street Address: 1900 Sixteenth Street, Suite 1400

City: Denver

State: Colorado Zip: 80202

Phone Number: 303-291-2351

Docket Number: 089543.4000

Email Address: cbeaker@perkinscoie.com

6. Total number of applications and registrations involved:

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$215.00

- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

Deposit Account Number Credit card submiss.

Authorized User Name _____

9. Signature: 

Signature

Craig A. Beaker

Name of Person Signing

August 17, 2018

Date

Total number of pages including cover sheet, attachments, and document:

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:
Mail Stop Assignment Recordation Branch, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

Attachment

The correction form is being submitted to correct errors in the previously-recorded Trademark Assignment Cover Sheet. Specifically, the prior cover sheet incorrectly identified Active Brands Company, LLC as a Nebraska corporation. The “new” cover sheet properly identifies Active Brands Company, LLC as a Nebraska limited liability company.

Document ID: 900453516



UNITED STATES PATENT AND TRADEMARK OFFICE

UNDER SECRETARY OF COMMERCE FOR INTELLECTUAL PROPERTY AND
DIRECTOR OF THE UNITED STATES PATENT AND TRADEMARK OFFICE

August 09, 2018

PTAS

CRAIG A. BEAKER
1900 SIXTEENTH STREET, SUITE 1400
DENVER, CO 80202



900453516

United States Patent and Trademark Office
Notice of Non-Recordation of an Assignment Document

The enclosed document has been examined and found non-recordable by the Assignment Recordation Branch of the U.S. Patent and Trademark Office. The reason(s) for non-recordation are stated below:

1. The document submitted to correct errors in the previously recorded document is not acceptable. To correct an error in the recorded document, you must file a new cover sheet stating the error and the nature of conveyance, attach the previously recorded cover sheet which contains the error and the supporting document and pay the recording fees as set forth in 37 C.F.R. §3.34

Documents being resubmitted for recordation must reflect the corrected information to be recorded, the Document ID number referenced above and all pages from this submitted document. The original date of filing of this assignment document will be maintained if resubmitted with the appropriate correction(s) by **Monday, September 10, 2018**, as outlined under 37 CFR 3.51. The resubmitted document must include a stamp with the official date of receipt under 37 CFR 3. Applicants may use the certified procedures under 37 CFR 2.197 or 2.198 for resubmission of the returned papers if they desire to have the benefit of the date of deposit in the United States Postal Service.

To file the resubmission electronically, navigate to the ETAS website at <http://etas.uspto.gov>, click the Start Resubmission button and enter the following information:

Document ID: 900453516
Access Code: JAZNPIJ4070FAFT

To file the resubmission in paper, send documents to: U.S. Patent and Trademark Office, Mail Stop: Assignment Recordation Branch, P.O. BOX 1450, Alexandria, VA 22313. If you have any questions regarding this notice, you may contact the Assignment Recordation Branch at 571-272-3350.

MAURICE CARTER
ASSIGNMENT RECORDATION BRANCH
PUBLIC RECORDS DIVISION

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM391361

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 Science, LLC		06/20/2016	Limited Liability Company: NEBRASKA
RECEIVING PARTY DATA			
Name:	Active Brands Company, LLC		
Street Address:	2111 South 67th Street		
Internal Address:	Suite 400		
City:	Omaha		
State/Country:	NEBRASKA		
Postal Code:	68106		
Entity Type:	Corporation: NEBRASKA		
PROPERTY NUMBERS Total: 8			
Property Type	Number	Word Mark	
Registration Number:	4605774	BATTLE SPORTS SCIENCE	
Registration Number:	4605775	B	
Registration Number:	4427901	IMPACT INDICATOR	
Registration Number:	4404858	BATTLESMA RT	
Registration Number:	4616238	BATTLE	
Registration Number:	4695613	BATTLE XFAST	
Registration Number:	4819358	XFAST	
Serial Number:	87048653	BATTLE	
CORRESPONDENCE DATA			
Fax Number:	4023461148		
<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:	(402) 346-6000		
Email:	trademarks.bikus@kutakrock.com		
Correspondent Name:	Christopher M. Bikus		
Address Line 1:	Kutak Rock LLP		
Address Line 2:	1650 Farnam St.		
Address Line 4:	Omaha, NEBRASKA 68102		

OP \$215.00 4605774

NAME OF SUBMITTER:	Christopher M. Bikus
SIGNATURE:	/Christopher M. Bikus/
DATE SIGNED:	07/13/2016
Total Attachments: 3 source=Trademark_Assignment#page1.tif source=Trademark_Assignment#page2.tif source=Trademark_Assignment#page3.tif	

Trademark Assignment Agreement

This **Trademark Assignment Agreement** ("Assignment") is made and entered into as of this 14 day of June, 2016 (the "Effective Date"), by and between **Active Brands Company, LLC**, a Nebraska limited liability company ("Assignee"), and **Battle Sports Science, LLC**, a Nebraska limited liability company ("Assignor").

WHEREAS, Assignee is desirous of acquiring the entire right, title and interest in and to the Assignor's the "Marks," as set forth on SCHEDULE A and as further defined below;

WHEREAS, Assignor is the sole and exclusive owner of the Marks;

WHEREAS, Assignor desires to assign its entire right, title, and interest in and to the Marks, and Assignee desires to receive an assignment of Assignor's entire right, title, and interest therein and thereto, including (without limitation) all goodwill associated therewith and symbolized thereby.

NOW, THEREFORE, for good and sufficient consideration, the receipt whereof is hereby acknowledged, and for other good and valuable consideration, Assignor makes the following assignment to Assignee:

1. **The Marks.** The Marks being assigned by Assignor to Assignee hereunder (together with all associated goodwill), all applications for registration therefor, and all registrations thereof (the "Marks") are as identified on SCHEDULE A (attached hereto and made a part hereof).

2. **Assignment.** Assignor does hereby sell, assign, transfer, and convey to Assignee its entire right, title, and interest in and to the Marks throughout the world and any and all rights to any registrations therefor or applications for registrations thereof which may now or hereafter exist anywhere in the world, together with all of Assignor's goodwill associated therewith or symbolized thereby throughout the world.

3. **Other Actions.** Assignor agrees to execute and deliver all instruments and documents and to do all other reasonable acts appropriate to perfect in Assignee sole and exclusive title to the Marks and the rights transferred hereunder. In this regard, Assignor hereby appoints Assignee as its attorney in fact to execute and deliver any and all such documents or instruments as Assignee may deem necessary or appropriate to vest in Assignee sole and exclusive right, title, and interest in and to the Marks and all other rights assigned hereunder. Such appointment shall be deemed to be a power coupled with an interest and is, therefore, irrevocable.


4. **Additional Rights.** In addition to the above-specified rights, Assignor specifically assigns to Assignee all its claims (if any) to recover for any infringement or other violation of the ownership or use rights of the Mark, whether such infringement or violation occurs in the future or has occurred in the past. This right includes the right to sue for injunctive relief and monetary damages and to recover attorney's fees for its own account and benefit and with no right of accounting to Assignor. Assignor agrees to cooperate with Assignee in any such action, at Assignee's expense.

5. **Communications.** Assignee is authorized to communicate with the United States Patent and Trademark Office (and corresponding offices or agencies in individual states of the United States or in other countries of the world), and the United States Patent and Trademark Office (and corresponding offices or agencies in individual states of the United States or other countries of the world) is authorized to receive and act upon all instructions, communications, correspondence, or other information sent or provided by Assignee to the same extent as if this Assignment had not been made and such item had been received from Assignor.

IN WITNESS WHEREOF, the parties have executed this Assignment with the intent that it be effective as of the Effective Date.

Active Brands Company, LLC

Signature: 

Title: 

Date: 6.20.16

Battle Sports Science, LLC

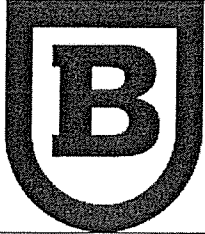


Signature: 

Title: 

Date: 6.20.16

SCHEDULE A

The Marks being assigned are as identified below:

MARK	SERIAL/REGISTRATION NO.	REGISTRATION/FILING DATE
Battle Sports Science	4,605,774	September 16, 2014
	4,605,775	September 16, 2014
IMPACT INDICATOR	4,427,901	November 5, 2013
BattleSmart	4,404,858	September 17, 2013
	4,616,238	October 7, 2014
BATTLE XFAST	4,695,613	March 3, 2015
XFAST	4,819,358	September 22, 2015
	87,048,653	May 24, 2016