# CH \$90.00 381

# TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 ETAS ID: TM488341

Stylesheet Version v1.2

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		

### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Turnkey Sports, L.L.C.		08/31/2018	Limited Liability Company: DELAWARE

### **RECEIVING PARTY DATA**

Name:	me: TURNKEY INTELLIGENCE LLC	
Street Address:	9 TANNER STREET, SUITE 8	
City:	HADDONFIELD	
State/Country:	NEW JERSEY	
Postal Code:	08033-2448	
Entity Type:	Limited Liability Company: DELAWARE	

### **PROPERTY NUMBERS Total: 3**

Property Type	Number	Word Mark
Registration Number:	3812542	TURNKEY
Registration Number:	3812543	TURNKEY
Registration Number:	3812544	TURNKEY INTELLIGENCE

### **CORRESPONDENCE DATA**

**Fax Number:** 6172359493

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:** (617) 951-7000

**Email:** maryjane.dipalma@ropesgray.com

Correspondent Name: ROPES & GRAY LLP

Address Line 1: PRUDENTIAL TOWER 800 BOYLSTON STREET

Address Line 4: BOSTON, MASSACHUSETTS 02199-3600

ATTORNEY DOCKET NUMBER:	KOLC-122-017	
NAME OF SUBMITTER:	Mary Jane DiPalma	
SIGNATURE:	/ Mary Jane DiPalma /	
DATE SIGNED:	08/31/2018	

**Total Attachments: 3** 

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### TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (the "<u>Assignment</u>") is made and entered into as of August 31, 2018 (the "<u>Effective Date</u>"), by and between TURNKEY SPORTS, L.L.C., a Delaware limited liability company ("<u>Assignor</u>"), and TURNKEY INTELLIGENCE LLC, a Delaware limited liability company ("<u>Assignee</u>" and, together with the Assignor, the "<u>Parties</u>," and each individually a "<u>Party</u>").

WHEREAS, in connection with the entry into the Membership Interest Purchase Agreement, dated on or about August 31, 2018, by and among MarketCast LLC, Assignee, Assignor and Leonard Perna, Assignor has agreed to convey, transfer and assign to Assignee any and all of Assignor's right, title and interest in and to the United States marks identified in <a href="Schedule A">Schedule A</a> attached hereto and incorporated herein by reference (collectively, the "Marks"); and

WHEREAS, Assignee desires to acquire all of Assignor's right, title and interest in and to the Marks.

NOW, THEREFORE, the Parties hereby agree as follows:

- (a) For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby transfers and assigns to Assignee the entire worldwide rights, title and interests in and to the Marks, together with the common law rights and the goodwill of the business connected with the use of and symbolized by the Marks, including all registrations and applications therefor, as well as all renewals and extensions of registrations that are or may be secured by Assignee, its successors, assigns or other legal representatives and all causes of action, either in law or in equity, for past, present or future infringement based upon or relating to the Marks, for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors, assigns or other legal representatives.
- (b) Assignor represents and warrants that: (i) it has the full right and power to enter into this Assignment; (ii) this Assignment is effective to convey all of Assignor's right, title and interest in the Marks to Assignee; and (iii) at the time of the execution and delivery of this Agreement, it possesses the entire and exclusive title to, right to and interest in the Marks, free and clear of all liens, encumbrances, security interests, and other interests or rights of others.
- (c) Assignor agrees to execute and deliver to Assignee all such further documents as may be necessary to give effect to the assignment of rights reflected herein.
- (d) This Assignment may be signed in any number of counterparts, each of which is an original, and all of which taken together constitute one single document. Counterparts may be transmitted by fax or in electronically scanned form. Parties transmitting by fax or electronically shall also deliver the original counterpart to each other party, but failure to do so does not invalidate this Assignment.

[Remainder intentionally left blank | signature pages follow]

/ IN WITNESS WHEREOF the undersigned has		to executed this Assignment
at / day of August, 2018.		
* * ****	TURN	KEY SPORTS L.L.C
	Ву:	
	2.5 %	Name:
		Title: "La
IN WITNESS WHEREOF, the undersigned has at this day of August, 2018.	hereun	to executed this Assignment
A A A A A A A A A A A A A A A A A A A	TURN	KEY INTELLIGENCE LLC
	Ву:	
		Name:
		Title:
		hespat (Ed

[Trademark Assignment]

## **SCHEDULE A**

# **United States Trademarks and Trademark Registrations**

No.	Trademark	Country	Application No.	Registration No.	Owner
1.	TURNKEY	United States of America	77/540,583	3,812,542	Turnkey Sports, L.L.C.
2.	TURNKEY and Design	United States of America	77/540,619	3,812,543	Turnkey Sports, L.L.C.
3.	TURNKEY INTELLIGENCE	United States of America	77/540,813	3,812,544	Turnkey Sports, L.L.C.

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