

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM494880

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Stack Sports Performance Training Intellectual Property Assignment		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Stack Sports Performance Training, LLC		06/12/2017	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Stack Media, Inc.		
Street Address:	1228 Euclid Ave		
City:	Cleveland		
State/Country:	OHIO		
Postal Code:	44115		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	5022250	STACK	
Registration Number:	5026120	STACK SPORTS PERFORMANCE & THERAPY	
Registration Number:	5026122	STACK SPORTS PERFORMANCE TRAINING	
Registration Number:	5022251	STACK VELOCITY	
CORRESPONDENCE DATA			
Fax Number:	2027393001		
<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:	202.739.3000		
Email:	jennifer.evans@morganlewis.com		
Correspondent Name:	Morgan, Lewis & Bockius LLP		
Address Line 1:	1111 Pennsylvania Avenue, NW		
Address Line 4:	Washington, D.C. 20004		
ATTORNEY DOCKET NUMBER:	106742-0033		
NAME OF SUBMITTER:	Jennifer C. Evans		
SIGNATURE:	/jce/		
DATE SIGNED:	10/22/2018		
Total Attachments: 3			
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**STACK SPORTS PERFORMANCE TRAINING
INTELLECTUAL PROPERTY ASSIGNMENT**

This Stack Sports Performance Training Intellectual Property Assignment (“Assignment Agreement”) is made and entered into as of June 12, 2017 (the “Effective Date”), by and between **STACK SPORTS PERFORMANCE TRAINING, LLC** a Delaware limited liability company (“Assignor”), and **STACK MEDIA, INC.**, a Delaware corporation (“Assignee”).

WHEREAS, Assignor is a wholly-owned subsidiary of Assignee.

WHEREAS, SPay, Inc. d/b/a Blue Star Sports, Assignee, each of the Owners and Palazzo entered into that certain Asset Purchase Agreement, dated as of May 2, 2017 (the “Purchase Agreement”).

WHEREAS, pursuant to the terms of the Purchase Agreement, Assignee agreed to, among other things, cause Assignor to convey, transfer, assign and deliver to Assignee all of Assignor’s right, title, and interest in and to all Intellectual Property owned by Assignor, including the trademarks specified on Schedule A hereto (all of which collectively constitute the “Assigned IP”).

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. All capitalized terms used but not defined herein shall have the meanings assigned to them in the Purchase Agreement.
2. Assignor hereby conveys, transfers, assigns and delivers to Assignee, and Assignee hereby acquires and accepts from Assignor, all of Assignor’s right, title, and interest in, to, and under the Assigned IP, including all goodwill associated therewith, all copyright rights included in the Assigned IP, and all rights of action and remedies for past, present, and future infringements of any of the Assigned IP, in each case, free and clear of all Liens, the same to be held and fully enjoyed by Assignee, its successors, assigns and other legal representatives.
3. Assignor shall execute and deliver any and all instruments and documents and take such further actions as may be necessary or reasonably requested by Assignee to document and record with the appropriate authorities the aforesaid assignment and transfer.
4. This Assignment Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.

[Signature page follows]

Assignee:
STACK MEDIA, INC.
 By: [Signature]
 Name: NICK PALAZZO
 Title: CEO
 Date: _____

Assignor:
STACK SPORTS PERFORMANCE TRAINING, LLC
 By: [Signature]
 Name: NICK PALAZZO
 Title: CEO
 Date: _____

State of New Jersey
 County of Essex

On this 5th day of June 2017, before me personally appeared Nicholas A. Palazzo to me known, who being by me duly sworn and deposed did say that he/she is authorized to execute this Stack Sports Performance Training Intellectual Property Assignment and that he/she signed this document on behalf of Stack Sports Performance Training, LLC with that authority.

(Seal) OFFICIAL SEAL
 GIUSEPPINA PALACIO
 NOTARY PUBLIC - STATE OF NEW JERSEY
 My Commission Expires Aug. 23, 2017

[Signature]
 Notary Public

Subscribed and sworn to before me this 5 day of June 2017.

Notary Public
 My commission expires: 8/23/2017

(Signature page to Intellectual Property Assignment)

Schedule A

Trademarks

Mark	App. No.	App. Date	Reg. No.	Reg. Date
STACK	86867777	1/6/2016	5022250	8/16/2016
STACK SPORTS PERFORMANCE & THERAPY	86867796	1/6/2016	5026120	8/26/2016
STACK SPORTS PERFORMANCE TRAINING	86867807	1/6/2016	5026122	8/23/2016
STACK VELOCITY	86867831	1/6/2016	5022251	8/16/2016