

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM495037

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
NEWGROUND INTERNATIONAL, INC.		10/16/2018	Corporation: ILLINOIS
RECEIVING PARTY DATA			
Name:	ADRENALINE, LLC		
Street Address:	3405 PIEDMONT ROAD NE, SUITE 300		
City:	ATLANTA		
State/Country:	GEORGIA		
Postal Code:	30305		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	5130992	ADRENALINE	
Registration Number:	4839250	ADRENALINE	
Registration Number:	5126624	ADRENALINE	
Registration Number:	5126625	ADRENALINE	
Registration Number:	5446513	ADRENALINE MANAGEMENT PLATFORM	
CORRESPONDENCE DATA			
Fax Number:	2149326499		
<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:	2149326400		
Email:	sshernandez@mcguirewoods.com		
Correspondent Name:	SUSAN DIAMOND		
Address Line 1:	2000 MCKINNEY AVENUE, SUITE 1400		
Address Line 2:	MCGUIREWOODS LLP		
Address Line 4:	DALLAS, TEXAS 75201		
ATTORNEY DOCKET NUMBER:	2072005-0015		
NAME OF SUBMITTER:	Stephanie Hernandez		
SIGNATURE:	/Stephanie Hernandez/		
DATE SIGNED:	10/23/2018		

OP \$140.00 5130992

Total Attachments: 10

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ASSIGNMENT OF REGISTERED PROPRIETARY RIGHTS

THIS ASSIGNMENT OF REGISTERED PROPRIETARY RIGHTS (this “Agreement”), dated as of October 16, 2018, is entered into by and between NewGround International, Inc., an Illinois corporation (“Assignor”) and Adrenaline, LLC, a Delaware limited liability company (the “Company”), in connection with that certain Membership Interest Purchase Agreement, dated as of the date hereof, by and among Adrenaline Holdco, LLC, a Delaware limited liability company (“Purchaser”), the Company, Assignor and the Seller Shareholders (as defined therein) (the “Purchase Agreement”). Each of the Company and Assignor are referred to herein individually as a “Party” and, jointly, as the “Parties”. Capitalized terms used in this Agreement without definition which are defined in the Purchase Agreement will have the meaning ascribed thereto in the Purchase Agreement.

WHEREAS, pursuant to the terms and conditions of the Purchase Agreement, Assignor has agreed to sell to Purchaser, and Purchaser has agreed to purchase from Assignor, all of the Purchased Interests, as described in more detail in the Purchase Agreement;

WHEREAS, the Purchase Agreement provides that, in connection with the Closing, Assignor and its Affiliates will assign certain contracts and assets to the Company immediately prior to the Closing;

WHEREAS, Assignor desires to assign to the Company all of its rights, and delegate to the Company all of its obligations, under the registered trademarks set forth on Schedule I attached hereto (collectively, the “Trademarks”), together with the goodwill of the business symbolized by the Trademarks;

WHEREAS, Assignor desires to assign to the Company all of its rights, and delegate to the Company, all of its obligations, under the domain names set forth on Schedule II attached hereto (collectively, the “Domain Names” and together with the Trademarks, the “Assigned Proprietary Rights”);

WHEREAS, the Company desires to accept the assignment of rights and delegation of obligations under the Assigned Proprietary Rights.

NOW, THEREFORE, in consideration of the mutual covenants, terms, and conditions set out herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Assignment of Assigned Proprietary Rights.

1.1 Assignment of Trademarks. Assignor hereby assigns to the Company all of Assignor’s right, title, and interest in, to and under the Trademarks, together with the goodwill of the business symbolized by the Trademarks.

1.2 Assignment of Domain Names. Assignor hereby assigns to the Company all of Assignor’s right, title, and interest in, to and under the Domain Names, together with all issuances, extensions, renewals, account information and passwords therefor. Assignor shall reasonably assist the Company in transferring control of the Domain Names to the Company,

including authorizing the transfer of the Domain Names from Assignor's present registrar(s) or account(s) to the Company's designated registrar or account. Assignor shall also provide any login information and passwords needed to operate the social media accounts transferred herein.

1.3 Recordation. Assignor hereby authorizes the relevant authority at the United States Patent and Trademark Office to record this Assignment.

1.4 Effective Time. The transactions contemplated by this Section 1 shall be deemed to occur immediately prior to the Closing.

2. Miscellaneous.

2.1 Amendment and Modification; Waiver. This Agreement may not be amended, altered, or modified except by a written instrument executed by each of the Parties. No course of dealing between or among any Persons having any interest in this Agreement will be deemed effective to modify, amend, or discharge any part of this Agreement or any rights or obligations of any Person under or by reason of this Agreement. No waiver of any of the provisions of this Agreement shall be deemed or shall constitute a waiver of any other provisions, whether or not similar, nor shall any waiver constitute a continuing waiver. Neither the failure of any Party to exercise any right, power, or remedy provided under this Agreement or to insist upon compliance by any other Party with its obligations hereunder, nor any custom or practice of the Parties at variance with the terms hereof, shall constitute a waiver by such Party of its right to exercise any such right, power, or remedy or to demand such compliance.

2.2 Notices. All notices, requests, demands, claims, and other communications under this Agreement shall be in writing, and shall be deemed to have been duly given or made (i) when personally delivered one Business Day after being sent by reputable overnight courier or (ii) upon receipt when it shall be delivered by hand, certified or registered mail, or electronic mail (with confirmation of receipt) to the Party to which it is addressed at such Party's address specified below, or at such other address as such Party shall have designated by notice in accordance with this Section 2.2 to the Party giving such notice or making such request:

If to Assignor:

NewGround International, Inc.
15450 South Outer Forty Dr., Suite 300
Chesterfield, MO 63017
Attention: Charles Zaegel
E-mail: CZAEGEL@newground.com

with a copy, which shall not constitute notice, to:

John T. Golitz
291 Otis Road
Barrington Hills, Illinois 60010
E-mail: TGOLITZ@newground.com

with a copy, which shall not constitute notice, to:

K&L Gates LLP
70 West Madison Street, Suite 3300
Chicago, Illinois 60602
Attention: Brent E. Williams
E-mail: brent.williams@klgates.com

If to the Company:

Adrenaline, LLC
c/o Caltius Capital Management, LP
11766 Wilshire Blvd., Suite 850
Los Angeles, California 90025
Attention: Gavin Bates
E-mail: gbates@caltius.com

with a copy, which shall not constitute notice, to

McGuireWoods LLP
1800 Century Park East
Los Angeles, California 90067
Attention: Richard Grant
E-mail: rgrant@mcguirewoods.com

2.3 Successors and Assigns. This Agreement and all of the provisions hereof shall be binding upon and inure to the benefit of each of the Parties and their respective successors and permitted assigns.

2.4 Severability. Whenever possible, each provision of this Agreement will be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement is held to be prohibited by or invalid under applicable law, such provision will be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement.

2.5 No Third Party Beneficiaries. Nothing herein expressed or implied is intended or shall be construed to confer upon or give to any Person, other than the Parties and their respective permitted successors and assigns, any rights or remedies under or by reason of this Agreement.

2.6 Complete Agreement. This Agreement and the Purchase Agreement, together with all of their related exhibits and schedules, contains the complete agreement among the Parties and supersedes any prior understandings, agreements, or representations by or among the Parties, written or oral, which may have related to the subject matter hereof in any way.

2.7 Joint Drafting. The Parties have been represented by counsel in the negotiations and preparation of this Agreement; therefore, this Agreement shall be deemed to be drafted by

each of the Parties, and no rule of construction shall be invoked respecting the authorship of this Agreement.

2.8 Counterparts. This Agreement may be executed in two or more counterparts, any one of which may be by facsimile, e-mail, or other means of electronic transmission, each of which shall be deemed to constitute an original of the same Agreement, and all of which together shall constitute one single agreement, which shall be effective upon the execution hereof by both Parties. A complete set of counterparts shall be made available to each Party.

2.9 Governing Law and Jurisdiction. This Agreement shall be governed by and construed in accordance with the domestic laws of the State of Delaware, without giving effect to any choice of law or conflict of law provision or rule (whether of the State of Delaware or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of Delaware. To the extent permitted by law, each of the Parties hereby irrevocably and unconditionally submits and consents to the exclusive jurisdiction of the Court of Chancery or, if such Court of Chancery shall not have jurisdiction, the Delaware Federal Court or, if neither the Court of Chancery nor the Delaware Federal Court shall have jurisdiction, the Delaware Superior Court and, in each case, appellate courts therefrom, over any suit, action, or other proceeding brought by any Party arising out of or relating to this Agreement, and each of the Parties hereby irrevocably and unconditionally (i) agrees that all claims with respect to any such suit, action, or other proceeding shall be heard and determined in the Court of Chancery, the Delaware Federal Court or the Delaware Superior Court, as applicable, and (ii) waives, to the fullest extent permitted by law, any objection that it may hereafter have to the laying of the venue of any such suit, action or other proceeding in any such court or that any suit, action, or other proceeding brought in any such court has been brought in an inconvenient forum. In the event of any litigation regarding or arising from this Agreement, the prevailing Party shall be entitled to recover from the non-prevailing Party its reasonable expenses, attorneys' fees, and costs incurred therein or in enforcement or collection of any judgment or award rendered therein.

2.10 Waiver of Jury Trial. EACH PARTY AGREES THAT ANY CONTROVERSY WHICH MAY ARISE UNDER THIS AGREEMENT IS LIKELY TO INVOLVE COMPLICATED AND DIFFICULT ISSUES, AND THEREFORE IT HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY. EACH PARTY HEREBY AGREES AND CONSENTS THAT ANY SUCH LITIGATION SHALL BE DECIDED BY TRIAL WITHOUT A JURY AND THAT THE PARTIES MAY FILE A COUNTERPART OF A COPY OF THIS AGREEMENT WITH ANY COURT AS WRITTEN EVIDENCE OF THE CONSENT OF THE PARTIES TO THE IRREVOCABLE WAIVER OF THEIR RIGHT TO TRIAL BY JURY.

[The remainder of this page is intentionally blank. Signatures follow.]

IN WITNESS WHEREOF, each of the Parties has caused this Agreement to be executed by its duly authorized representatives as of the date first set forth above.

NEWGROUND INTERNATIONAL, INC.

By: Charles J. Zaegel
Name: Charles Zaegel
Title: Executive Vice President and CFO

ADRENALINE, LLC

By: Charles J. Zaegel
Name: Charles Zaegel
Title: Executive Vice President and CFO

[SIGNATURE PAGE TO ASSIGNMENT OF PROPRIETARY RIGHTS]

TRADEMARK
REEL: 006467 FRAME: 0717

Schedule I

Trademarks

Mark	Registration Number
ADRENALINE -branding management services, namely, consulting, development, and management of brands for businesses and /or individuals	86/132,683
	5,130,992
ADRENALINE -design of specialty commercial interior and exterior environmental settings, namely, space planning, lighting design, furniture selection, display design and placement, signage design and placement, and kiosk design and placement	86/207,508
	4,839,250
ADRENALINE -packaging design for others, website design for others	86/207,339
	5,126,624
ADRENALINE -installation of audio-visual displays for advertising, promotional, or marketing purposes	86/207,474
	5,126,625
ADRENALINE MANAGEMENT PLATFORM	87/514,745
	5,446,513

Schedule II

Domain Names

adr.email	ADRENALINEDESIGNSERVICES.NET	adrenalinewfd.info
adr.rocks	ADRENALINE-DIGITALCONTENT.COM	adrenalinewfd.net
adrenalineagency.com	ADRENALINE-DIGITALCONTENT.NET	adrenalinewfd.org
adrenalineagency.info	ADRENALINEDIGITALSIGNAGE.COM	ADRENALINERED.COM
adrenalineagency.net	ADRENALINEDIGITALSIGNAGE.INFO	ADRENALINERED.NET
adrenalineagency.org	ADRENALINEDIGITALSIGNAGE.NET	ADRENALINEREDSHOP.COM
ADRENALINEAMP.NET	ADRENALINEDIGITALSIGNAGE.ORG	ADRENALINEREDSHOP.NET
ADRENALINEAMPME.COM	ADRENALINEDIGITALSIGNAGE.US	ADRENALINEREDSTORE.COM
ADRENALINE-BRAND.COM	ADRENALINEENVIRONMENTS.COM	ADRENALINEREDSTORE.NET
ADRENALINE-BRAND.NET	ADRENALINEENVIRONMENTS.NET	ADRENALINERETAIL.COM
ADRENALINEBRANDBUILDERS.COM	ADRENALINEEXPERIENCEDESIGN.COM	ADRENALINE-RETAIL.COM
ADRENALINEBRANDBUILDERS.NET	ADRENALINEEXPERIENCEDESIGN.NET	ADRENALINERETAIL.NET
ADRENALINEBRANDEXPERIENCE.COM	ADRENALINEEXPERIENCESHOP.COM	ADRENALINE-RETAIL.NET
ADRENALINEBRANDEXPERIENCE.NET	ADRENALINEEXPERIENCESHOP.NET	ADRENALINESHOT.COM
ADRENALINECHEMISTRY.COM	ADRENALINEEXPERIENCESTORE.COM	ADRENALINESPACE.COM
ADRENALINECHEMISTRY.NET	ADRENALINEEXPERIENCESTORE.NET	ADRENALINE-SPACE.COM
ADRENALINEDESIGNSERVICES.COM	adrenalinewfd.com	ADRENALINESPACE.NET

ADRENALINE-SPACE.NET	EXPERIENCEADRENALINE.COM	THEADRENALINEEXPERIENCE.NET
ADRENALINESPARK.COM	EXPERIENCEADRENALINE.NET	THEADRENALINESHOP.COM
ADRENALINESPARK.NET	ionank.com	THEADRENALINESHOP.NET
ADRENALINESPARKSCHEMISTRY.COM	ionank.net	THEDISTORE.COM
ADRENALINESPARKSCHEMISTRY.NET	ionank.org	THETRIPLESHOT.COM
ADRENALITES.COM	ion-bank.com	THETRIPLESHOT.NET
ADRENALITES.NET	ionbank.net	THETRIPLESHOT.ORG
adrnh.com	ion-bank.net	TRIPLESHOT.FM
ARETAILSTORE.COM	ionbank.org	AMERICANACREDITUNION.COM
ARETAILSTORE.NET	ion-bank.org	AMERICANACREDITUNION.NET
ARETAILSTORE.US	marshallsprings.net	AMERICANACREDITUNION.ORG
ATLANTABRANDINGAGENCY.COM	marshallspringsapartments.com	AMERICANACU.NET
A-TRIPLE-SHOT.COM	marshallspringsapartments.net	AMERICANACU.ORG
A-TRIPLE-SHOT.NET	marshallspringsatgaytonwest.com	AXISCREDITUNION.COM
A-TRIPLE-SHOT.ORG	marshallspringsatgaytonwest.net	AXISCREDITUNION.NET
DESIGNITERATIVE.COM	marshallspringsgaytonwest.com	AXISCREDITUNION.ORG
dfnetwork.com	marshallspringsgaytonwest.net	AXISCU.COM
dfnonline.com	marshallspringsliving.com	AXISCU.NET
digitalfn.com	marshallspringsliving.net	AXISCU.ORG
DISPLAYITERATIVE.COM	THEADRENALINEEXPERIENCE.COM	AXISFEDERALCREDITUNION.COM

bankintavation.com	FINITYCU.ORG	myspirebank.net
bankmaverick.com	FINITYFEDERALCREDITUNION.COM	myspirebank.org
BRIDGEPOINTCREDITUNION.COM	FINITYFINANCIAL.COM	NEXUSCREDITUNION.COM
BRIDGEPOINTFEDERALCREDITUNION.COM	INSTEPCREDITUNION.COM	NEXUSCREDITUNION.NET
OM	INSTEPCREDITUNION.NET	NEXUSCREDITUNION.ORG
CAPTIVATECREDITUNION.COM	INSTEPCREDITUNION.ORG	NEXUSCU.COM
CAPTIVATECREDITUNION.NET	INSTEPCU.COM	NEXUSCU.NET
CAPTIVATECREDITUNION.ORG	INSTEPCU.NET	NEXUSCU.ORG
CAPTIVATECU.COM	INSTEPCU.ORG	PANORAMACREDITUNION.COM
CAPTIVATECU.NET	INSTEPFEDERALCREDITUNION.COM	PANORAMACREDITUNION.NET
CAPTIVATECU.ORG	INSTEPFINANCIAL.COM	PANORAMACREDITUNION.ORG
connect-bank.com	maverick-bank.com	PANORAMACU.COM
connect-bank.org	maverusbank.com	PANORAMACU.NET
ELEVATECREDITUNION.COM	myconnectbank.com	PANORAMACU.ORG
ELEVATEFEDERALCREDITUNION.COM	myconnectbank.net	parkstationcu.com
FINITYCREDITUNION.COM	myconnectbank.org	preserve-bank.com
FINITYCREDITUNION.NET	myionbank.com	PURSUEMYHAPPINESS.COM
FINITYCREDITUNION.ORG	myionbank.net	renewyourbrand.com
FINITYCU.COM	myionbank.org	renewyourbrand.info
FINITYCU.NET	myspirebank.com	renewyourbrand.net

retailrefresh.com

spirebank.net

spirebank.org

STRATACREDITUNION.COM

STRATAFEDERALCREDITUNION.COM

UNIFYCREDITUNION.NET

UNIFYCREDITUNION.ORG

UNIFYCU.COM

UNIFYCU.NET

UNIFYFEDERALCREDITUNION.COM

UNIFYFEDERALCREDITUNION.NET

UNIFYFEDERALCREDITUNION.ORG

UNIFYFEDERALCU.COM

UNIFYFEDERALCU.NET

UNIFYFEDERALCU.ORG

valorcu.com

valoronecu.com

ZEALCREDITUNION.NET

ZEALCU.NET

ZEALFEDERALCREDITUNION.COM