# OP \$40.00 5365438

# TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 ETAS ID: TM498796

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                            |
|-------------------|----------|----------------|--|
| Spartan Code, LLC |          | 11/01/2018     | Limited Liability Company:<br>OKLAHOMA |

# **RECEIVING PARTY DATA**

| Name:             | Spartan Race, Inc.    |  |
|-------------------|-----------------------|--|
| Street Address:   | 234 Congress Street   |  |
| Internal Address: | 5th Floor             |  |
| City:             | Boston                |  |
| State/Country:    | MASSACHUSETTS         |  |
| Postal Code:      | 02110                 |  |
| Entity Type:      | Corporation: DELAWARE |  |

### **PROPERTY NUMBERS Total: 1**

| Property Type        | Number  | Word Mark                                |
|----------------------|---------|--|
| Registration Number: | 5365438 | THE SPARTAN CODE DISCIPLINE · INTEGRITY· |

# **CORRESPONDENCE DATA**

**Fax Number:** 2025599163

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:** 2026312021

**Email:** valerie.purdy-pyeron@rieblinglaw.com

**Correspondent Name:** Valerie Purdy-Pyeron, Paralegal Address Line 1: 1717 Pennsylvania Avenue, N.W.

Address Line 2: Suite 1025

Address Line 4: Washington, D.C. 20006-3951

| ATTORNEY DOCKET NUMBER: | RNEY DOCKET NUMBER: 5365438 ASSIGNMENT |  |
|-------------------------|--|--|
| NAME OF SUBMITTER:      | Valerie A. Purdy-Pyeron, Paralegal     |  |
| SIGNATURE:              | /valerie a. purdy-pyeron/              |  |
| DATE SIGNED:            | 11/19/2018                             |  |

**Total Attachments: 2** 

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TRADEMARK REEL: 006490 FRAME: 0427

# TRADEMARK ASSIGNMENT

This Trademark Assignment (the "Assignment") is entered into as of September 27, 2018 by and between Spartan Code, LLC, a Limited Liability Company ("Assignor"), in favor of Spartan Race, Inc., a Delaware corporation ("Assignee"), with reference to the following facts and circumstances:

WHEREAS, Assignor owns all right, title and interest in and to the "The Sparks (360)" trademark, together with all applications and registrations therefor, including, without limitation, U.S. Reg. No. 5365438 (the "Trademark");

WHEREAS, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, Assignor has agreed to assign to Assignee all of Assignor's right, title and interest in and to the Trademark.

NOW, THEREFORE, Assignor and Assignee hereby agree as follows:

1. Assignment of Trademark. Assignor hereby transfers, conveys, assigns and delivers to Assignee all of Assignor's right, title and interest in and to the Trademark, together with the goodwill of the business associated therewith throughout the world and all common law and statutory right, title and interest in and to the Trademark, all rights of registration, maintenance, renewal and protection thereof, and all rights of recovery and of legal action for past infringements and of opposition, interference and/or cancellation proceedings for protection of the Trademark, and all products, proceeds and revenues arising from or relating to any and all of the foregoing. Assignor hereby authorizes Assignee, its successors and assigns to the fullest extent permitted by applicable law, to file in its own name applications for trademark and service mark registration in connection with the Trademark, and to secure in its own name the registrations granted thereon throughout the world. Assignor agrees to provide all assistance reasonably requested by Assignee in the establishment, recordation and enforcement of Assignee's rights in and to the Trademark.

IN WITNESS WHEREOF, Assignor has executed this Assignment before a notary public, as of the date first set forth above.

10/19/18

Printed Nam

Title: <u>President a CEO</u>

Date: 11 1 18

ATTACH NOTARIAL CERTIFICATE

TRADEMARK
REEL: 006490 FRAME: 0428

# Notarial Verification Certificate

STATE OF OKLAHOMA )ss. COUNTY OF TULSA )

I, Jeffrey J. Berg, being first duly sworn upon his oath, states:

That he is owner of the above named and numbered trademark; that he has read the foregoing Agreement and knows the contents thereof. That he has personally executed this certificate, and the "Trademark Assignment" attached.

Subscribed and sworn too before me this 1st day of November, 2018.

leffrey Berg

Notary, # 10001573

**RECORDED: 11/19/2018** 

My Commission Expires: Angust 5, 2020

(SEAL)

JOSIE CARRENO Notary Public, State of Oklahoma Commission # 16007573 My Commission Expires August 65, 2020

TRADEMARK REEL: 006490 FRAME: 0429