

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM494890

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Intellectual Property Assignment		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Stack Media, Inc.		06/13/2017	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Spay, Inc. D/B/A Blue Star Sports		
Street Address:	5360 Legacy Road, Suite 150		
City:	Plano		
State/Country:	TEXAS		
Postal Code:	75024		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 8			
Property Type	Number	Word Mark	
Registration Number:	5122600	FOR THE ATHLETE BY THE ATHLETE	
Registration Number:	5122599	STACK	
Registration Number:	3109115	STACK	
Registration Number:	3087664	FOR THE ATHLETE BY THE ATHLETE	
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		

CH \$215.00 5122600

SIGNATURE:	/jce/
DATE SIGNED:	10/22/2018
Total Attachments: 8 source=SPay-STACK - IP Assignment (Fully Executed)#page1.tif source=SPay-STACK - IP Assignment (Fully Executed)#page2.tif source=SPay-STACK - IP Assignment (Fully Executed)#page3.tif source=SPay-STACK - IP Assignment (Fully Executed)#page4.tif source=SPay-STACK - IP Assignment (Fully Executed)#page5.tif source=SPay-STACK - IP Assignment (Fully Executed)#page6.tif source=SPay-STACK - IP Assignment (Fully Executed)#page7.tif source=SPay-STACK - IP Assignment (Fully Executed)#page8.tif	

INTELLECTUAL PROPERTY ASSIGNMENT

This Intellectual Property Assignment (“Assignment Agreement”) is made and entered into as of June 13, 2017 (the “Effective Date”), by and between **STACK MEDIA, INC.** a Delaware corporation (“Assignor”), and **SPAY, INC. D/B/A BLUE STAR SPORTS**, a Delaware corporation (“Assignee”).

WHEREAS, Assignor, 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, Assignor agreed to, among other things, sell, convey, transfer, assign and deliver to Assignee all of Assignor’s right, title, and interest in and to all Company Owned IP, including (i) the domain names specified on Schedule A hereto, (ii) the copyright registrations and other copyright rights specified on Schedule B hereto, and (iii) the trademarks specified on Schedule C 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 sells, 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, including all steps that may be reasonably necessary to effect the foregoing assignment and transfer of the domain names specified on Schedule A hereto in accordance with the domain name transfer procedures of the applicable domain name registrar(s).
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:
SPAY, INC. D/B/A BLUE STAR SPORTS

By: _____
 Name: Robert Wechsler
 Title: Chief Executive Officer
 Date: June 12, 2017

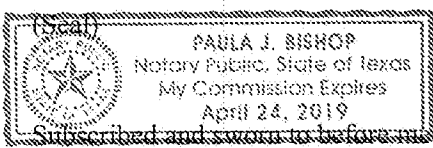
Assignor:
STACK MEDIA, INC.

By: _____
 Name: _____
 Title: _____
 Date: _____

State of Texas)

County of Collin)

On this 12th day of June, 2017, before me personally appeared Rob Wechsler, to me known, who being by me duly sworn and deposed did say that he/she is authorized to execute this Intellectual Property Assignment and that he/she signed this document on behalf of Stack Media, Inc. with that authority.



Paula Bishop
 Notary Public

Subscribed and sworn to before me this 12th day of June, 2017.

Notary Public
 My commission expires: 4-24-19

(Signature page to Intellectual Property Assignment)

Assignee:
**SPAY, INC. D/B/A BLUE STAR
SPORTS**


By: _____

Name: _____

Title: _____

Date: _____

Assignor:
STACK MEDIA, INC.

By: 

Name: Nick Palazzo

Title: Chief Executive Officer

Date: 01 JUN 5, 2017

State of New Jersey

County of Essex

On this 5 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 Intellectual Property Assignment and that he/she signed this document on behalf of Stack Media, Inc. with that authority.

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


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

Domain Names

Domain Name	Hosting
stackmedia.com	GoDaddy
stackmedia.net	GoDaddy
stackmedia.org	GoDaddy
stackmedia.tv	GoDaddy
stackmedia.co	GoDaddy
stackcoach.com	Network Solutions
stackathlete.com	Network Solutions
stackparent.com	Network Solutions
stacktrainer.com	Network Solutions
stack4w.info	Network Solutions
stackbeast.com	Network Solutions
stackfit.com	Network Solutions
stackconditioning.com	Network Solutions
stackpersonalcoach.com	Network Solutions
fuelcoach.com	Network Solutions
stackbasictraining.com	Network Solutions
stackuniversity.com	Network Solutions
stackvarsity.com	Network Solutions
stackvarsity.net	Network Solutions
stackperformancecenter.com	Network Solutions
stackperformanceclub.com	GoDaddy
stackmagazine.com	Network Solutions
stack.asia	Network Solutions
stackllc.com	Network Solutions
stackmediainc.com	Network Solutions

stacknetwork.com	Network Solutions
stacktv.com	Network Solutions
stackmediagroup.com	Network Solutions
stack4w.com	Network Solutions
stack4w.net	Network Solutions
stackmag.com	Domain.com
stack.com	Network Solutions
stackdtdc.com	GoDaddy

Schedule B

Copyrights

Title	Copyright Registration	Claimant
Stack: training, nutrition, sport-skills	TX0006174307	Stack, LLC
Stack: training, nutrition, sport-skills	CSN0146948(2004) CSN0146948 (2005)	Stack, LLC

Unregistered Copyright Rights:

1. All content currently and previously displayed on or published in the website located at stack.com, the website located at stacktv.com, the STACK magazine, and STACK's "Performance Club" and related applications, in each case developed by or for STACK, including all videos, articles, work files and raw footage related thereto, but excluding any content uploaded or provided by experts.
2. STACK's "Performance Club" and related applications ("Personal Coach" and "STACK Conditioning") and content for Apple and Android devices, but excluding any third-party applications and content incorporated therein.

Schedule C

Trademarks

Jurisdiction	Mark	App. No.	App. Date	Reg. No.	Reg. Date	Owner
United States	FOR THE ATHLETE BY THE ATHLETE	87039648	5/17/2016	5122600	1/17/2017	Stack Media, Inc.
United States	STACK	87039635	5/17/2016	5122599	1/17/2017	Stack Media, Inc.
United States	STACK	78634856	5/23/2005	3109115	6/27/2006	Stack Media, Inc.
United States	FOR THE ATHLETE BY THE ATHLETE	78634879	5/23/2005	3087664	5/2/2006	Stack Media, Inc.
United States	STACK	86867777	1/6/2016	5022250	8/16/2016	Stack Sports Performance ¹ Training dba Stack Velocity
European Union	WILL YOU BE DISCOVERED	005129879	6/12/2006	005129879	6/20/2007	Stack Media, Inc.
European Union	MYSTACK	005105614	5/30/2006	005105614	11/7/2007	Stack Media, Inc.
European Union	STACK	005047551	4/28/2006	005047551	5/7/2007	Stack Media, Inc.
China	MYSTACK	5418614	6/14/2006	5418614	11/7/2009	Stack Media, Inc.
China	STACK	5377089	5/26/2006	5377089	7/28/2009	Stack Media, Inc.
United States	STACK SPORTS PERFORMANCE & THERAPY	86867796	1/6/2016	5026120	8/26/2016	Stack Sports Performance Training dba Stack Velocity
United States	STACK SPORTS PERFORMANCE TRAINING	86867807	1/6/2016	5026122	8/23/2016	Stack Sports Performance Training dba Stack Velocity
United States	STACK VELOCITY	86867831	1/6/2016	5022251	8/16/2016	Stack Sports Performance Training dba Stack Velocity

¹ All registrations in the name of Stack Performance to be assigned to STACK Media prior to Closing.

Unregistered Trademarks:

- a. STACK logo, as follows:



- b. STACK "Block S" logo, as follows:



- c. WHERE ATHLETES GET BETTER