

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM499560

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	NUNC PRO TUNC ASSIGNMENT		
EFFECTIVE DATE:	07/10/2017		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Active Boarder Corp.		11/20/2018	Corporation: MINNESOTA
RECEIVING PARTY DATA			
Name:	Active Sports, Inc.		
Street Address:	250 Parkway Drive, Suite 270		
City:	Lincolnshire		
State/Country:	ILLINOIS		
Postal Code:	60069		
Entity Type:	Corporation: MINNESOTA		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Serial Number:	85825082	GREATOUTDOORS.COM	
Serial Number:	85825071	GREAT OUTDOORS	
Serial Number:	85825101	GO GREAT OUTDOORS NETWORK	
Serial Number:	75653968	ALTREC.COM	
Serial Number:	75612540	GREAT OUTDOORS.COM	
Serial Number:	75684099		
CORRESPONDENCE DATA			
Fax Number:	8474410911		
<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>			
Email:	pto@nealmcdevitt.com		
Correspondent Name:	Richard B. Biagi		
Address Line 1:	1776 Ash Street		
Address Line 4:	Northfield, ILLINOIS 60093		
ATTORNEY DOCKET NUMBER:	63274.00050		
NAME OF SUBMITTER:	Richard B. Biagi		
SIGNATURE:	/Richard B. Biagi/		
DATE SIGNED:	11/27/2018		

OP \$165.00 85825082

Total Attachments: 3

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NUNC PRO TUNC ASSIGNMENT OF TRADEMARKS

This NUNC PRO TUNC ASSIGNMENT OF TRADEMARKS (the "Assignment") is made by Active Boarder Corp., a Minnesota corporation ("Assignor"), to Active Sports, Inc., a Minnesota corporation ("Assignee").

WHEREAS, Assignor and Assignee are parties to an Asset Purchase Agreement dated July 10, 2017 (as it may be amended, modified or supplemented from time to time, the "Agreement"), providing for the execution and delivery of this Assignment by Assignor to Assignee (capitalized terms used herein without definition shall have the meanings set forth in the Agreement);

WHEREAS, Assignor owns certain trademarks and services marks including, but not limited to, those set forth on Schedule A attached hereto and incorporated by reference herein, which are registered in, or for which application for registration has been filed in, the United States Patent and Trademark Office, the Trade Marks Office of Canada and/or the European Union Intellectual Property Office, (together with all common law rights therein and renewals thereof, collectively, the "Trademarks" and/or the "Assigned Marks"); and

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

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

Assignor does hereby transfer, assign, convey and deliver to Assignee, free and clear of any and all liens and encumbrances, *nunc pro tunc*, now for then, effective as of July 10, 2017 (i) all right, title and interest of Assignor in, to and under the Assigned Marks and all goodwill of the business connected with the use of, and symbolized by, the Assigned Marks, (ii) all past, present and future claims and causes of action arising out of or relating to any infringement, dilution or other violation or impairment of the foregoing, and the right to sue or otherwise recover therefor, (iii) all proceeds, including license fees, royalties, income, payments, claims, damages, and proceeds of suit now or hereafter due and/or payable with respect to any of the foregoing, (iv) all rights of priority associated with the foregoing, and (v) all other rights accruing thereunder or pertaining thereto throughout the world, the same to be held and enjoyed by Assignee, and its successors, assigns and legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment had not been made.

Assignor hereby authorizes and requests that the Commissioner for Trademarks record Assignee as the assignee and owner of record for each of the Assigned Marks.

This Assignment shall be governed by, and construed in accordance with, the laws of the State of Minnesota without regard to principles of conflicts or choice of laws or any other law that would make the laws of any other jurisdiction other than the State of Minnesota applicable hereto.

This Assignment may be executed in any number of counterparts with the same effect as if the signatures to each counterpart were upon a single instrument, and all such counterparts together shall be deemed an original of this Assignment.

IN WITNESS WHEREOF, the parties have caused this Assignment to be duly executed as of the Execution Date.

ACTIVE BOARDER CORP.

By: 

Name: Steve Poindexter

Title: President

Execution Date: 11/20/2018

ACTIVE SPORTS, INC.



By: 

Name: Brent Moody

Title: COO/CLO

Execution Date: 11/20/2018

SCHEDULE A

Trademark	Country	App. No.	Reg. No.	Status
GREATOUTDOORS.COM	United States of America	85825082		Abandoned
GREAT OUTDOORS	United States of America	85825071		Abandoned
	United States of America	85825101		Abandoned
ALTREC.COM	United States of America	75653968	2468275	Registered
GREAT OUTDOORS.COM	United States of America	75612540	2463195	Registered
	United States of America	75684099	2446948	