

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM524834

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Spay, Inc.		05/09/2019	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	RS Technologies, LLC		
Street Address:	600 P Street		
City:	Lincoln		
State/Country:	NEBRASKA		
Postal Code:	68508		
Entity Type:	Limited Liability Company: NEBRASKA		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	5039078	KROSSOVER	
Registration Number:	5061985	KROSSOVER GET YOUR GAME BRAIN ON	
Registration Number:	5061986	K	
CORRESPONDENCE DATA			
Fax Number:			
<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:	7853170720		
Email:	legal@hudl.com		
Correspondent Name:	Kari Schmitz		
Address Line 1:	600 P Street		
Address Line 2:	Suite 400		
Address Line 4:	Lincoln, NEBRASKA 68508		
NAME OF SUBMITTER:	Kari Schmitz		
SIGNATURE:	/Kari Schmitz/		
DATE SIGNED:	05/23/2019		
Total Attachments: 4			
source=Project KO - Exhibit E - Intellectual Property Assignment Agreement - FINAL#page1.tif			
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OP \$90.00 5039078

INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This Intellectual Property Assignment Agreement ("IP Assignment"), dated as of May 9, 2019, is entered into by and between SPay, Inc. (d/b/a Stack Sports), a Delaware corporation ("Stack Sports"), Agile Sports Technologies, Inc. (d/b/a Hudl), a Delaware corporation ("Hudl"), and RS Technologies, LLC, a Nebraska limited liability company and wholly owned subsidiary of Hudl ("Acquisition Sub"). Acquisition Sub is the purchaser of certain assets of Stack Sports pursuant to an Asset Purchase Agreement by and between Acquisition Sub, Hudl and Stack Sports, dated on or about the date hereof (the "Asset Purchase Agreement"). Capitalized terms used, but not otherwise defined herein shall have the meaning ascribed to them in the Asset Purchase Agreement.

WHEREAS, under the terms of the Asset Purchase Agreement, Stack Sports agrees to convey, transfer, and assign to Acquisition Sub, among other assets, certain intellectual property of Stack Sports exclusively related to the Business, and has agreed to execute and deliver this IP Assignment, for recording with the United States Patent and Trademark Office and corresponding entities or agencies in any applicable jurisdictions.

NOW THEREFORE, Stack Sports, Hudl and Acquisition Sub agree as follows:

1. Assignment. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Stack Sports hereby irrevocably conveys, transfers, and assigns to Acquisition Sub all of Stack Sports's right, title, and interest in and to the following (the "Assigned Trademarks"), together with the goodwill of the business connected with the use of, and symbolized by, the Assigned Trademarks, and Acquisition Sub hereby accepts the foregoing conveyance, transfer and assignment:

(a) the trademark registrations of the Stack Sports related to the following, and all issuances, extensions, and renewals thereof:

- Krossover; U.S. Federal Registration Number: 5039078
- Krossover Get Your Game Brain On (word and design mark); U.S. Federal Registration Number: 5061985
- K (word and design mark) U.S. Federal Registration Number: 5061986

(b) all rights of any kind whatsoever of Stack Sports accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions, and otherwise throughout the world;

(c) any and all royalties, fees, income, payments, and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

(d) any and all claims and causes of action with respect to any of the foregoing, whether accruing before, on, or after the date hereof, including all rights to and claims for damages, restitution, and injunctive and other legal and equitable relief for past, present, and future infringement, dilution, misappropriation, violation, misuse, breach, or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

2. Recordation and Further Actions. Stack Sports hereby authorizes the Commissioner for Trademarks in the United States Patent and Trademark Office and the officials of corresponding entities or agencies in any applicable jurisdictions to record and register this Trademark Assignment upon request by

Acquisition Sub. Following the date hereof, Stack Sports shall take such steps and actions, and provide such cooperation and assistance to Acquisition Sub and its successors, assigns, and legal representatives, including the execution and delivery of any affidavits, declarations, oaths, exhibits, assignments, or other documents, as may be reasonably necessary to effect, evidence, or perfect the assignment of the Assigned Trademarks to Acquisition Sub, or any assignee or successor thereto.

3. Terms of the Asset Purchase Agreement. The parties hereto acknowledge and agree that this Trademark Assignment is entered into pursuant to the Asset Purchase Agreement, to which reference is made for a further statement of the rights and obligations of Stack Sports and Acquisition Sub with respect to the Assigned Trademarks. Nothing contained in this Agreement shall in any way supersede, modify, rescind, waive, expand or in any way affect the provisions, including without limitation the representations, warranties, covenants, indemnities and agreements of the Asset Purchase Agreement. In the event of any conflict or inconsistency between the terms of the Asset Purchase Agreement and the terms hereof, the terms of the Asset Purchase Agreement shall govern.

4. Miscellaneous. This IP Agreement shall be deemed to have been executed and delivered in the State of Delaware, and shall be governed by and construed in accordance with the internal laws, as opposed to the rules governing conflicts of laws, of the State of Delaware. This IP Agreement may be executed in counterparts, each of which shall be deemed an original and together which shall constitute one agreement.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have duly executed and delivered this IP Agreement as of the date first written above.

AGILE SPORTS TECHNOLOGIES, INC.
a Delaware corporation



By: David Graff
Title: CEO

RS TECHNOLOGIES, LLC
a Nebraska limited liability company
By: Agile Sports Technologies, Inc., its
Managing Member



By: David Graff
Title: CEO

SPAY, INC.
a Delaware corporation

By: Alex Alt
Title: Chief Executive Officer

SIGNATURE PAGE TO IP ASSIGNMENT AGREEMENT

TRADEMARK
REEL: 006652 FRAME: 0749

IN WITNESS WHEREOF, the parties hereto have duly executed and delivered this IP Agreement as of the date first written above.

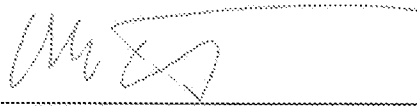
AGILE SPORTS TECHNOLOGIES, INC.
a Delaware corporation

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By: David Graff
Title: CEO

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a Nebraska limited liability company
By: Agile Sports Technologies, Inc., its
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a Delaware corporation


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