

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM527036

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
JT SPORTS, LLC		06/07/2019	Limited Liability Company: DELAWARE

RECEIVING PARTY DATA

Name:	I IMAGINED, LLC
Street Address:	c/o Ferdinand IP LLC
Internal Address:	1221 Post Road East, Suite 302
City:	Westport
State/Country:	CONNECTICUT
Postal Code:	06880
Entity Type:	Limited Liability Company: DELAWARE

PROPERTY NUMBERS Total: 25

Property Type	Number	Word Mark
Registration Number:	3545177	JT
Registration Number:	2338080	JT
Registration Number:	2760997	JT
Registration Number:	4856092	JT
Registration Number:	4856093	JT
Registration Number:	4309335	JT RACING
Registration Number:	4309336	JT RACING
Registration Number:	4301626	JT RACING
Registration Number:	4309337	JT RACING
Registration Number:	4937049	JT RACING
Registration Number:	5054882	JT RACING
Registration Number:	4918562	JT RACING
Registration Number:	4347004	JT RACING USA
Registration Number:	4358263	JT RACING USA
Registration Number:	4338978	JT RACING USA
Registration Number:	4368784	JT RACING USA
Registration Number:	4368785	JT RACING USA
Registration Number:	5237331	JT RACING USA

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	4301627	JT RACING USA
Registration Number:	4459356	JT RACING USA
Registration Number:	4364960	JT RACING USA
Registration Number:	4372760	JT RACING USA
Registration Number:	4384152	JT RACING USA
Registration Number:	5237332	JT RACING USA
Registration Number:	5018209	JT RACING USA

CORRESPONDENCE DATA

Fax Number: 2039056747

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: 2035574224

Email: jferdinand@24iplg.com

Correspondent Name: Edmund J. Ferdinand, III

Address Line 1: c/o Ferdinand IP

Address Line 2: 1221 Post Road East, Suite 302

Address Line 4: Westport, CONNECTICUT 06880

NAME OF SUBMITTER:	Edmund J. Ferdinand, III
SIGNATURE:	/ejf/
DATE SIGNED:	06/10/2019

Total Attachments: 5

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ASSIGNMENT OF UNITED STATES TRADEMARKS

This **ASSIGNMENT OF UNITED STATES TRADEMARKS** (this "Assignment") is dated as of June 7, 2019 ("Effective Date"), between **JT SPORTS, LLC**, a Delaware limited liability company ("Assignor"), and **I IMAGINED, LLC**, a Delaware limited liability company ("Assignee") (collectively the "Parties").

RECITALS:

WHEREAS, Assignor and Assignee are parties to that certain Asset Purchase Agreement, dated as of even date herewith (the "Purchase Agreement");

WHEREAS, pursuant to Section 1 of the Purchase Agreement, Assignor agreed to, inter alia, assign to Assignee all of Assignor's rights, title and interests in and to the Trademarks, including the trademark registrations and trademark applications listed on Schedule 1 hereto (the "Assigned Trademarks"); and

WHEREAS, Assignee and Assignor are desirous of executing an instrument of assignment for purposes of transferring the Trademarks pursuant to the Purchase Agreement and recording the assignment of the Assigned Trademarks with the United States Patent and Trademark Office.

NOW THEREFORE, in consideration of the Purchase Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby agrees as follows:

I. Assignor does hereby irrevocably sell, assign, convey and transfer to Assignee all its rights, title and interests (whether statutory, common law or otherwise) in and to the Trademarks, including the Assigned Trademarks, and all goodwill associated with the Trademarks including any of Assigned Trademarks. The foregoing assignment includes the exclusive rights to (a) bring actions, defend against or otherwise recover for infringements, and the right to the profits or damages due or accrued, arising out of or in connection with any and all past, present or future infringements of the Trademarks, including the Assigned Trademarks, (b) apply for, make filings with respect to and maintain all registrations, renewals and extensions thereof, and (c) all other rights of any kind whatsoever of Assignor in or to the Trademarks.

2. This Assignment is subject to all of the terms, conditions and limitations set forth in the Purchase Agreement. Nothing contained in this Assignment shall release either the Assignor or the Assignee from any of their respective obligations under the Purchase Agreement or in any way diminish, limit, enlarge or modify any of the representations, warranties, indemnities, covenants, agreements or in general, any rights and remedies, and any of the obligations of such parties set forth in the Purchase Agreement. In the event of any conflict or inconsistency between the terms of the Purchase Agreement and the terms hereof, the terms of the Purchase Agreement shall govern. Any capitalized term used in this Assignment but not otherwise defined herein shall have the meaning ascribed to such term in the Purchase Agreement.

3. At Assignee's reasonable request and expense, each Party agrees to execute and deliver such other documents and to take such other actions as the other may reasonably request in order to effectuate the purposes of this Assignment and to consummate the actions contemplated hereby, including the execution of any assignment agreement as may be necessary to record and effectuate the assignment contemplated herein with the United States Patent and Trademark Office.

4. This Assignment shall be binding upon and inure solely to the benefit of the Parties hereto and their respective successors and permitted assigns.

5. This Assignment shall be governed by and construed in accordance with the laws of the State of Delaware, without regard to the conflicts of laws principles thereof.


6. This Assignment may be executed in two or more counterparts, each of which shall be deemed an original, and together shall constitute one and the same agreement and shall become effective when one or more counterparts have been signed by each of the Parties and delivered to the other Parties, it being understood that all Parties need not sign the same counterpart.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be executed by their duly authorized officers.

ASSIGNOR:

JT SPORTS, LLC

By: 
Name: Thomas Denot
Title: Vice President and Assistant Treasurer

ASSIGNEE:

I IMAGINED, LLC

By: 
Name: Graham Walsh
Title: Senior Managing Member

US Trademarks

Mark	Country	Reg. No./Ser. No.	Issue Date/Filing Date
JT	United States	3,545,177	09 Dec 2008
JT	United States	2,338,080	04 Apr 2000
JT	United States	2,760,997	09 Sep 2003
JT	United States	4,856,092	17 Nov 2015
JT	United States	4,856,093	17 Nov 2015
JT RACING	United States	4,309,335	26 Mar 2013
JT RACING	United States	4,309,336	26 Mar 2013
JT RACING	United States	4,301,626	12 Mar 2013
JT RACING	United States	4,309,337	26 Mar 2013
JT RACING	United States	4,937,049	12 Apr 2016
JT RACING	United States	5,054,882	04 Oct 2016
JT RACING (Stylized)	United States	4,918,562	15 Mar 2016
JT RACING USA	United States	4,347,004	04 Jun 2013
JT RACING USA	United States	4,358,263	25 Jun 2013
JT RACING USA	United States	4,338,978	21 May 2013
JT RACING USA	United States	4,368,784	16 Jul 2013
JT RACING USA	United States	4,368,785	16 Jul 2013
JT RACING USA	United States	5,237,331	04 Jul 2017
JT RACING USA and Design (in solid oval)	United States	4,301,627	12 Mar 2013
JT RACING USA and Design (in solid oval)	United States	4,459,356	31 Dec 2013
JT RACING USA and Design (in solid oval)	United States	4,364,960	09 Jul 2013

JT RACING USA and Design (in solid oval)	United States	4,372,760	23 Jul 2013
JT RACING USA and Design (in solid oval)	United States	4,384,152	13 Aug 2013
JT RACING USA and Design (Stylized)	United States	5,237,332	04 Jul 2017
JT RACING USA and Design (Stylized)	United States	5,018,209	09 Aug 2016