

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
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SUBMISSION TYPE:	RESUBMISSION
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL
RESUBMIT DOCUMENT ID:	900495004

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Roderick Alemania		04/12/2019	INDIVIDUAL: UNITED STATES

RECEIVING PARTY DATA

Name:	ReadyUp, Inc.
Street Address:	18 Manor Drive
City:	Piedmont
State/Country:	CALIFORNIA
Postal Code:	94611
Entity Type:	Corporation: DELAWARE

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	5633723	READYUP

CORRESPONDENCE DATA

Fax Number:

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: (760) 636-0066
Email: info@forwardattorney.com
Correspondent Name: Francine D. Ward
Address Line 1: 74998 Country Club Dr., #220
Address Line 2: Ste. 402
Address Line 4: Palm Desert, CALIFORNIA 92260

NAME OF SUBMITTER:	Francine D. Ward
SIGNATURE:	/Francine D. Ward/
DATE SIGNED:	06/20/2019

Total Attachments: 4

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TRADEMARK ASSIGNMENT AGREEMENT

This TRADEMARK ASSIGNMENT AGREEMENT (the "Trademark Assignment"), dated April 12, 2019, is made by and between **Roderick Alemania**, an individual residing in Piedmont, CA (the "Assignor") and **ReadyUP, Inc.**, a Delaware corporation (the "Assignee").

WHEREAS, Assignor owns a federal registration for the mark READYUP, Reg. No. 5,633,723 (the "Mark"), in classes 9, 25, 38, 41, and 42, for the following goods and services:

- Class 9. Entertainment software used for providing multi-player access to an on-line game environment; computer game software; video game software; Computer software for use as an application programming interface; Application programming interface for computer software which facilitates online services for social networking;
- Class 25. Clothing, namely, jerseys, t-shirts, sweatshirts, baseball caps, wristbands, jackets for men, women, and kids, trousers, jackets incorporating backpacks;
- Class 38. Communication services in the nature of text messaging and electronic mail services used in playing on-line computer games;
- Class 41. Providing computer, electronic and online databases in the field of esports entertainment; Electronic journals and blogs, featuring user generated or specified content in the fields esports; Entertainment services, namely, facilitating interactive and multiplayer and single player game services for games played via computer and communication networks; Providing information about online computer games and video games via computer and communication networks. Coaching in the field of esports. Peer-to-peer coaching services in the field of esports. Providing a website featuring blogs and

non-downloadable publications in the nature of articles and brochures in the field of esports. Entertainment services, namely, providing an on-line multi-player electronic computer game, and

- Class 42. Computer services, namely, creating virtual communities for registered users to organize groups and events, participate in discussions, get feedback from their peers, and engage in social, business and community networking; Application service provider featuring software to enable or facilitate the uploading, downloading, streaming, posting, displaying, blogging, linking, modifying, sharing or otherwise providing electronic media or information over communication networks; Cloud computing featuring software for use in the field of esports; Platform as a service featuring computer software platforms for use in the field of esports.

WHEREAS, Assignor desires to transfer all rights and goodwill in the Mark;

WHEREAS, Assignee desires to acquire all rights and goodwill in the Mark;

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree to the following:

1. Assignment. Assignor hereby irrevocably conveys, transfers, and assigns to Assignee, and its successors and assigns, and Assignee hereby accepts, all right, title to, and interest in and to the Mark, and all issuances, extensions, and renewals of the Mark together with the goodwill of the business symbolized by the Mark, and the registration thereof, and with and to all income, royalties, fee, damages, claims, and payments now or hereafter due or payable with respect thereto, and in and to all causes of action (either in law or in equity) and the right to sue, counterclaim, and recover, for past, present, or future.

2. Recordation and Further Actions. Assignor hereby authorizes the Commissioner for Trademarks in the United States Patent and Trademark Office to record and register this Trademark Assignment upon request by Assignee. Following the date hereof, upon Assignee's reasonable request, and at Assignee's sole cost and expense, Assignor shall take such steps and actions, and provide such cooperation and assistance to Assignee and its successors, assigns, and legal representatives, including the execution and delivery of any affidavits, declarations, oaths, exhibits, assignments, powers of attorney, or other documents, as may be reasonably necessary to effect, evidence, or perfect the assignment of the Mark.

3. Counterparts. This Trademark Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed one and the same agreement. A signed copy of this Trademark Assignment delivered by facsimile, e-mail, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Trademark Assignment.

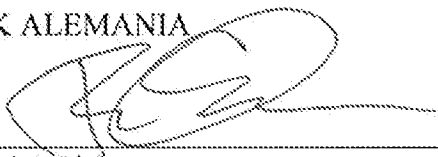
4. Successors and Assigns. This Trademark Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

5. Governing Law. This Trademark Assignment and any claim, controversy, dispute, or cause of action (whether in contract, tort, or otherwise) based upon, arising out of, or relating to this Trademark Assignment and the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws of the State of California, without giving effect to any

choice or conflict of law provision or rule, whether of the State of California or any other jurisdiction.

IN WITNESS WHEREOF, the Assignor and Assignee have both set their hand, as of the date first above written.

RODERICK ALEMANIA



Date 4/12/19

Assignor and Assignee

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA)
COUNTY OF Alameda)

On April 12, 2019, before me, Linn Schulte-Sasse, a Notary Public, personally appeared RODERICK ALEMANIA, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY of PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: Linn Schultefasse (Seal)

