

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM529088

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
DYNAMIC TEAM SPORTS, INC.		02/16/2018	Corporation:
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	TDI-DYNAMIC, LLC		
<b>Street Address:</b>	3490 E. Virginia Beach Blvd.		
<b>City:</b>	Norfolk		
<b>State/Country:</b>	VIRGINIA		
<b>Postal Code:</b>	23505		
<b>Entity Type:</b>	Corporation: VIRGINIA		
<b>PROPERTY NUMBERS Total: 4</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2861869	DYNAMIC	
<b>Registration Number:</b>	4728228	D DYNAMIC	
<b>Registration Number:</b>	2304775	DYNAMIC TEAM SPORTS	
<b>Registration Number:</b>	2433925		
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
	<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>		
<b>Phone:</b>	9192382300		
<b>Email:</b>	kkenny@wt-ip.com		
<b>Correspondent Name:</b>	WITHROW + TERRANOVA		
<b>Address Line 1:</b>	106 Pinedale Springs Way		
<b>Address Line 4:</b>	Cary, NORTH CAROLINA 27511		
<b>NAME OF SUBMITTER:</b>	Steven N. Terranova		
<b>SIGNATURE:</b>	/s Steven N. Terranova s/		
<b>DATE SIGNED:</b>	06/25/2019		
<b>Total Attachments: 7</b>			
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ASSET PURCHASE AGREEMENT

between

DYNAMIC TEAM SPORTS, INC.  
AND  
DYNAMIC TEAM SPORTS CANADA CO.

AND

TDI-DYNAMIC, LLC AND  
3314247 NOVA SCOTIA COMPANY

dated as of

February \_\_\_\_\_, 2018



[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

**ARTICLE I  
PURCHASE AND SALE**

**Section 1.01 Purchase and Sale of Assets.** Subject to the terms and conditions set forth herein, the Sellers shall sell, assign, transfer, convey and deliver to Buyers, and Buyers shall purchase from the Sellers, all of the Sellers' right, title and interest in the assets set forth on **Section 1.01** of the disclosure schedules ("**Disclosure Schedules**") attached hereto (the "**Purchased Assets**"), free and clear of any mortgage, pledge, lien, charge, security interest, claim or other encumbrance ("**Encumbrance**"). TDI US and TDI Canada shall notify Sellers in writing prior to Closing which Buyer will be purchasing each of the Purchased Assets. Without limiting the foregoing, Purchased Assets shall include:

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

(e) all Intellectual Property included as Purchased IP (as defined below) as set forth on **Section 1.01(e)** of the Disclosure Schedules which includes the website [www.dynamicteamssports.com](http://www.dynamicteamssports.com);

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

(l) all goodwill and going concern value of the Purchased Assets and the Business.

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

(b) Section 1.01(e) of the Disclosure Schedules lists all Intellectual Property included in the Purchased Assets ("**Purchased IP**"). Each Seller owns or has adequate, valid and enforceable rights to use all its Purchased IP, free and clear of all Encumbrances. Seller is not bound by any outstanding judgment, injunction, order or decree restricting the use of the Purchased IP, or restricting the licensing thereof to any person or entity.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date first written above by their respective officers thereunto duly authorized.

**Dynamic Team Sports, Inc.**

By: \_\_\_\_\_

Scott Samter, President

**Dynamic Team Sports Canada Co.**

By: \_\_\_\_\_

Scott Samter, President

**TDI-Dynamic, LLC**

By: \_\_\_\_\_

Dan Clarkson, Manager

**3314247 Nova Scotia Company**

By: \_\_\_\_\_

Title: \_\_\_\_\_



IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date first written above by their respective officers thereunto duly authorized.


Dynamic Team Sports, Inc.

By: \_\_\_\_\_  
Scott Samter, President


Dynamic Team Sports Canada Co.

By: \_\_\_\_\_  
Scott Samter, President

TDI-Dynamic, LLC

By:  \_\_\_\_\_  
Dan Clarkson, Manager

3314247 Nova Scotia Company

By:  \_\_\_\_\_  
Title: President



SECTION 1.01(e)

PURCHASED IP

www.dynamicteamsports.com - domain registered through our outsourced tech company -- sisnarine. Registered through 3/16/2022

www.dynamicteamsports.net, www.dynamicteamsports.org, www.dynamicteamsports.biz, www.dynamicteamsports.info - renewed through 1/16/2018 -- Go Daddy.

Dynamic Team Sports – Trademark Registration Number 2304775

Dynamic – Trademark Registration Number 2861869

Dynamic Team Sports Logo – Trademark Registration Number 2433925

Canada:

“Dynamic Team Sports” is a registered Business Name in Nova Scotia. Registry # 3270417

Dynamic Team Sports Canada Co – Nova Scotia Registry # 3025530..

