

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM537972

<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>
Tennis Industry Association Inc.		07/01/2019	Not-for-profit Corporation: Illinois
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	United States Tennis Association Incorporated		
<b>Street Address:</b>	70 West Red Oak Lane		
<b>City:</b>	White Plains		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10604		
<b>Entity Type:</b>	Not-for-profit Corporation: New York		
<b>PROPERTY NUMBERS Total: 12</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	4922072	CARDIO TENNIS TRIPLES TOURNAMENT	
Registration Number:	4336350	CARDIO TENNIS HEALTHY FOR LIFE	
Registration Number:	4320012	CARDIO TENNIS INTERACTIVE	
Registration Number:	4440620	CARDIO TENNIS HEALTHY FOR LIFE	
Serial Number:	85250553	CARDIO TENNIS BOOT CAMP	
Registration Number:	3976507	CARDIO TENNIS HEART PUMPING FITNESS	
Serial Number:	78558959	CARDIO TENNIS 4 KIDS	
Registration Number:	3856105	CARDIO TENNIS KIDS FUN · PLAY · FITNESS	
Registration Number:	3746356	CARDIO TENNIS - GET FIT	
Serial Number:	77346893	CARDIO TENNIS 4 KIDS	
Registration Number:	4075419	CARDIO TENNIS	
Serial Number:	76534584	CARDIO TENNIS	
<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>	914-941-5668		
<b>Email:</b>	trademark@collenip.com		
<b>Correspondent Name:</b>	Jess M. Collen		

OP \$315.00 4922072

**Address Line 1:** 80 South Highland Avenue  
**Address Line 2:** THE HOLYOKE-MANHATTAN BUILDING  
**Address Line 4:** Ossining, NEW YORK 10562

**NAME OF SUBMITTER:** Jane F. Collen

**SIGNATURE:** /Jane F. Collen/

**DATE SIGNED:** 08/23/2019

**Total Attachments: 4**

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**AGREEMENT FOR THE ASSIGNMENT OF  
TRADEMARKS**

This Agreement ("Assignment of Trademarks") is entered into this 1<sup>st</sup> day of ~~June~~ <sup>July</sup> 2019, between the Tennis Industry Association, Inc., an Illinois not-for-profit corporation, with a principal place of business at 1 Corpus Christie Place, #117, Hilton Head Island, South Carolina 29928 and United States Tennis Association Incorporated, a not-for-profit corporation organized and existing under the laws of the state of New York, having a principal place of business at 70 West Red Oak Lane, White Plains, New York 10604, individually referred to as a Party and jointly as the Parties.

WHEREAS the United States Tennis Association Incorporated was the original owner of the Community Trademark Cardio Tennis registered on or before January 26, 2007 under number 004608543;

WHEREAS on the 2<sup>nd</sup> day of April 2012, the United States Tennis Association Incorporated transferred to the Tennis Industry Association, Inc. all right, title and interest in and to the aforementioned trademark and the registration thereof;

WHEREAS, the Parties are now desirous of the Tennis Industry Association, Inc. ("Assignor") transferring back to the United States Tennis Association Incorporated ("Assignee"), all right, title and interest in the Community Trade Mark Cardio Tennis originally registered on or before January 26, 2007 under registration number 004608543 along with all right, title, and interest in the trademarks and the registrations listed below (collectively, the "CARDIO TENNIS Trademark Registrations");

E.U. MARK	COMMUNITY TRADEMARK REGISTRATION NUMBER	REGISTRATION DATE
CARDIO TENNIS	004608543	January 26, 2007

USPTO MARKS	SERIAL NUMBER	REGISTRATION NUMBER	REGISTRATION DATE
CARDIO TENNIS TRIPLES TOURNAMENT (LIVE)	86654062	4922072	March 22, 2016
CARDIO TENNIS HEALTHY FOR LIFE (LIVE)	85978747	4336350	May 14, 2013
CARDIO TENNIS INTERACTIVE (LIVE)	85612963	4320012	April 16, 2013
CARDIO TENNIS HEALTHY FOR LIFE (LIVE)	85320530	4440620	November 26, 2013

CARDIO TENNIS BOOT CAMP (DEAD)	85250553		2/24/11 (Filing)
CARDIO TENNIS HEART PUMPING FITNESS (DEAD)	78646142	3976507	June 14, 2011
CARDIO TENNIS 4 KIDS (DEAD)	78558959		2/2/05 (Filing)
CARDIO TENNIS KIDS FUN · PLAY · FITNESS (LIVE)	77924762	3856105	October 5, 2010
CARDIO TENNIS - GET FIT (LIVE)	77760738	3746356	February 9, 2010
CARDIO TENNIS 4 KIDS (DEAD)	77346893		12/7/07 (Filing)
CARDIO TENNIS (LIVE)	76661028	4075419	December 20, 2011
CARDIO TENNIS (DEAD)	76534584	2946884	May 3, 2005

CANADIAN MARK	REGISTRATION NUMBER	REGISTRATION DATE
CARDIO TENNIS	TMA724042	September 18, 2008

SOUTH AFRICAN MARKS	REGISTRATION NUMBER	REGISTRATION DATE
CARDIO TENNIS	2006/28023	November 10, 2009
CARDIO TENNIS	2014/16589	July 17, 2017

INDIAN MARK	JOURNAL NUMBER	JOURNAL DATE
CARDIO TENNIS	1753-0	November 7, 2016

CHINESE MARK	REGISTRATION NUMBER	REGISTRATION DATE
CARDIO TENNIS	11404195	January 28, 2014

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, Assignor, does hereby sell, assign and transfer to Assignee and its successors and assigns, all right, title and interest in and to said trademark registrations and any renewals thereof, together with all good will symbolized by and associated with the business conducted under said trademarks and any part thereof, and all income, royalties, damages and payments now or hereafter due or payable in respect thereto, and in and to all causes of action, either in law or in equity, for past, present, or future infringement based on such

trademarks, and in and to all rights corresponding to the foregoing throughout the world.

Assignor represents and warrants that (i) it is the owner of each of the CARDIO TENNIS Trademark Registrations; (ii) the CARDIO TENNIS Trademark Registrations constitute each and every trademark registration or pending trademark application owned by Assignor for the trademark CARDIO TENNIS, or any trademark either incorporating the term CARDIO TENNIS or affiliated with the CARDIO TENNIS program throughout the world (collectively referred to as the "CARDIO TENNIS Portfolio"); (iii) it has full right, power, and authority to enter into this agreement and that in so doing it is not in violation of the terms and conditions of any contract or other agreement to which it may be a party; (iv) the conveyance hereunder does not interfere with any third party rights anywhere in the world; (v) it has never sold, assigned, or otherwise transferred any element of the CARDIO TENNIS Portfolio in any jurisdiction throughout the world at any time and it is conveying the full CARDIO TENNIS Portfolio hereunder.

Assignor hereby agrees to indemnify, protect, defend and hold harmless Assignee, its officers, directors, employees, agents, affiliates, parent, subsidiaries, and/or permitted successors and assigns (collectively "the Indemnified Parties") from and against any and all claims, counterclaims, suits, demands, actions, causes of action, damages, penalties, injuries, setoffs, liens, attachments, judgments, debts, costs, expenses (including without limitation attorneys' fees and expenses) suffered or incurred by the Indemnified Parties as a result of any misrepresentation, whether or not intentional, by Assignor under this Assignment of Trademarks or any breach of this agreement including the representations and warranties hereunder.

Assignor further agrees to execute all papers and to perform such acts as necessary to secure the rights herein assigned. To the extent that the United States Patent and Trademark Office or a similar governing body in any other jurisdiction, domestic or foreign, raises any issues with the assignment of any of the trademarks and registrations listed in this Assignment of Trademarks as described herein, Assignor agrees to promptly execute, at Assignor's sole expense, any documents which, at Assignee's sole discretion, are required to effectuate the assignment of such trademarks and registrations.

(Signature Page Follows)

IN WITNESS WHEREOF, this instrument has been executed this 1<sup>st</sup> day of ~~June~~<sup>July</sup> 2019.

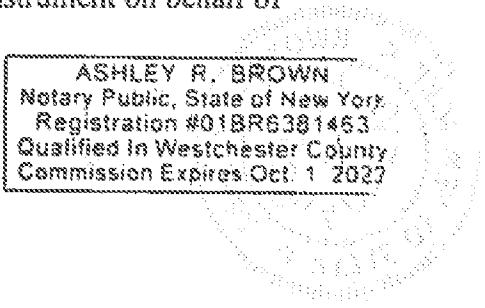
**UNITED STATES TENNIS ASSOCIATION INCORPORATED**

By: \_\_\_\_\_  
Name: Gordon Smith, in his capacity as  
Title: Chief Executive Officer

STATE OF NEW YORK )  
) ss.  
COUNTY OF WESTCHESTER )

On this 1<sup>st</sup> day of ~~June~~<sup>July</sup> 2019, did appear Gordon A. Smith who to me personally known, did depose and say that he is the Chief Executive Officer of the United States Tennis Association Incorporated and is authorized to execute the foregoing instrument on behalf of said corporation.

\_\_\_\_\_  
Notary Public



**TENNIS INDUSTRY ASSOCIATION, INC.**

By: \_\_\_\_\_  
Name: Jolyn deBoer, in her capacity as  
Title: Executive Director

STATE OF South Carolina,  
COUNTY OF Beaufort ) ss.

On this 28 day of June 2019, did appear Jolyn deBoer who to me personally known, did depose and say that she is the Executive Director of the Tennis Industry Association, Inc. and is authorized to execute the foregoing instrument on behalf of said corporation.

\_\_\_\_\_  
Notary Public

**MILDRED K. GRESHAM**  
Notary Public, State of South Carolina  
My Commission Expires 11/24/2025