

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM538634

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
American Sports Licensing, LLC		08/22/2019	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Blue Sombrero, LLC		
Street Address:	746 Willoughby Way NE		
City:	Atlanta		
State/Country:	GEORGIA		
Postal Code:	30312		
Entity Type:	Corporation: GEORGIA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4324552	BLUE SOMBRERO	
CORRESPONDENCE DATA			
Fax Number:	3102037199		
<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:	310 277-1010		
Email:	mcohen@irell.com, chutar@irell.com		
Correspondent Name:	Mary Cohen/IP Paralegal		
Address Line 1:	1800 Avenue of the Stars, suite 900		
Address Line 2:	Irell & Manella LLP		
Address Line 4:	Los Angeles, CALIFORNIA 90067		
ATTORNEY DOCKET NUMBER:	163772-0002		
NAME OF SUBMITTER:	Mary Cohen		
SIGNATURE:	/Mary Cohen/		
DATE SIGNED:	08/28/2019		
Total Attachments: 4			
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TRADEMARK ASSIGNMENT

This Trademark Assignment (“**Assignment**”) is made and entered into as of August 22, 2019 by and between Blue Sombrero, LLC, a Georgia limited liability company, having a principal place of business at 746 Willoughby Way NE, Atlanta, GA (“**Assignee**”), and American Sports Licensing, LLC, a Delaware limited liability company and indirect subsidiary of Dick’s Sporting Goods, Inc., a Delaware corporation (“**DSG**”), having a principal place of business at 345 Coraopolis, PA 15108 (“**Assignor**”).

WHEREAS, DSG is a party to that certain Membership Interest Purchase Agreement entered into on August 6, 2019 (the “**Agreement**”), pursuant to which DSG has agreed to sell to SPay, Inc., a Delaware corporation (“**Buyer**”), and Buyer has agreed to purchase, 100% of the equity interests of Hawkeye Acquisition, LLC, a Delaware limited liability company (“**Hawkeye**”);

WHEREAS, effective as of the closing of the Agreement, Hawkeye will be the 100% owner of Assignee;

WHEREAS, in connection with the Agreement, DSG has agreed to cause the Assignor to sell to Assignee the trademarks set forth on Schedule A hereto and described below; and

WHEREAS, Assignor desires to sell, and Assignee desires to acquire Assignor’s entire right, title and interest in and to such trademarks.

NOW, THEREFORE, in consideration of mutual covenants and agreements set forth below, the payment of \$1 from Assignee to Assignor, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be bound hereby, the parties hereto agree as follows:

1. **ASSIGNMENT.** Assignor hereby assigns to Assignee all of Assignor’s right, title and interest in and to the trademarks set forth on Schedule A (the “**Marks**”), together with the goodwill of the business symbolized by and associated with the Marks, including all common law rights and trademark registrations for the Marks, same to be held by Assignee for Assignee’s own use and enjoyment, and for the use and enjoyment of Assignee’s successors, assigns and other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment had not been made; together with all rights to income, royalties, and license fees deriving from the Marks, all claims for damages by reason of past, present and future infringements of the Marks and the right to sue for and collect such damages, as permitted under the applicable laws for any jurisdiction or country in which such claims may be asserted for the use and benefit of Assignee and its successors, assigns and other legal representatives.

2. **ASSISTANCE.** Assignor agrees to perform, at the expense of Assignee, all acts reasonably necessary to permit and assist Assignee in perfecting and enforcing the full benefits, enjoyment, rights, title and interest throughout the world in the Marks, and the intellectual property rights therein assigned to Assignee hereunder. Such acts may include execution of documents, including any and all powers of attorney, applications, assignments, declarations, affidavits, and any

other papers in connection therewith, and assisting and cooperating in the registration and enforcement of applicable intellectual property rights or other legal proceedings, as may be reasonably necessary to perfect such benefits, enjoyment, rights, title and interest in Assignee.

3. **GENERAL.**

3.1 Severability. In the event that any provision or term of this Assignment, or any word, phrase, clause, sentence or other portion thereof is held to be unenforceable or invalid for any reason, such provision or portion thereof will be modified or deleted in such a manner as to make this Assignment, as modified, legal and enforceable to the fullest extent permitted under applicable laws.

3.2 Entire Agreement. This Assignment, including the schedule attached hereto and other agreements and documents referred to herein, contains the entire agreement and understanding of the parties hereto with respect to its subject matter and supersedes all prior and contemporaneous agreements and understandings, oral and written, among the parties with respect to such subject matter.

3.3 Successors and Assigns. This Assignment shall inure to the benefit of and be binding upon the parties hereto and their respective successors and permitted assigns. This Assignment and the rights and obligations hereunder shall be assignable by Assignee without the written consent of Assignor.

3.4 Governing Law. This Assignment shall be governed by and construed in accordance with the internal laws (and not the law of conflicts) of the State of Delaware, regardless of the laws that might otherwise govern under applicable principles of conflicts of laws.

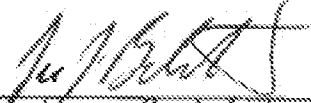
[Signature Page Follows]

[SIGNATURE PAGE TO TRADEMARK ASSIGNMENT]

IN WITNESS WHEREOF, each of the parties hereto has executed this Assignment, or has caused this Assignment to be executed on its behalf by a representative duly authorized, all as of the date first above set forth.


“Assignee”

BLUE SOMBRERO, LLC

By: 
Name: Yee Belitsky
Title: President

“Assignor”

AMERICAN SPORTS LICENSING, LLC

By: 
Name: Todd Hipwell
Title: Vice President

SCHEDULE A

MARKS

Trademarks:

United States of America:

BLUE SCHWERERO					
1821235146	United States of America		Trademark		
Registered	65770498		4334552	American Sports Licensing, LLC	
23-Apr-2013	02-Nov-2012	08-Feb-2013	23-Apr-2013		
23-Apr-2023					
Class(es):	35 int., 36 int., 42 int.				
