

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM545109

<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>
OSC Sports, Inc.		10/03/2019	Corporation: MAINE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Olympia Sports, LLC		
<b>Street Address:</b>	231 Milwaukee Street, Suite 200		
<b>City:</b>	Denver		
<b>State/Country:</b>	COLORADO		
<b>Postal Code:</b>	80206		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3535524	OLYMPIA EDGE	
<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>	3108490336		
<b>Email:</b>	jason@cypressllp.com		
<b>Correspondent Name:</b>	Jason Zedeck		
<b>Address Line 1:</b>	11111 Santa Monica Blvd., Suite 500		
<b>Address Line 4:</b>	Los Angeles, CALIFORNIA 90025		
<b>ATTORNEY DOCKET NUMBER:</b>	OLYMPIA - Assignment		
<b>NAME OF SUBMITTER:</b>	Jason Zedeck		
<b>SIGNATURE:</b>	/jasonpzedeck/		
<b>DATE SIGNED:</b>	10/13/2019		
<b>Total Attachments: 6</b>			
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**INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT**

This INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT (“*IP Assignment*”), dated as of October 3, 2019, is by and between OSC Sports, Inc., a Maine corporation (“*Seller*”), and Olympia Sports, LLC, a Delaware limited liability company (“*Buyer*”). Capitalized terms used herein shall have the meanings given thereto in the Purchase Agreement (as defined below).

WHEREAS, Buyer and Seller are parties to an Asset Purchase Agreement dated as of September 27, 2019 (the “*Purchase Agreement*”) which requires the parties to enter into this Agreement;

NOW, THEREFORE, subject to the terms, conditions, covenants and provisions of this Agreement, Buyer and Seller mutually covenant and agree as follows:

1. Assignment. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller hereby irrevocably conveys, transfers, and assigns to Buyer, and Buyer hereby accepts, all of Seller’s right, title, and interest in and to the following (the “*Assigned IP*”):

(a) the trademark registrations and applications set forth on Schedule 1 hereto and all issuances, extensions, and renewals thereof, together with the goodwill of the business connected with the use of, and symbolized by, the Trademarks;

(b) the domain names set forth on Schedule 2 hereto;

(c) all rights of any kind whatsoever of Seller accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions, and otherwise throughout the world;

(d) any and all royalties, fees, income, payments, and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

(e) any and all claims and causes of action with respect to any of the foregoing, whether accruing before, on, or after the date hereof, including all rights to and claims for damages, restitution, and injunctive and other legal and equitable relief for past, present, and future infringement, dilution, misappropriation, violation, misuse, breach, or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

2. Recordation and Further Actions. Seller hereby authorizes the Commissioner for Trademarks in the United States Patent and Trademark Office, and the officials of corresponding entities or agencies in any applicable jurisdictions to record and register this IP Assignment upon request by Buyer. Following the date hereof, upon Buyer’s reasonable request, Seller shall take such steps and actions, and provide such cooperation and assistance to Buyer 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

necessary to effect, evidence, or perfect the assignment of the Assigned IP to Buyer, or any assignee or successor thereto.

3. Terms of the Purchase Agreement. The parties hereto acknowledge and agree that this IP Assignment is entered into pursuant to the Purchase Agreement, to which reference is made for a further statement of the rights and obligations of Seller and Buyer with respect to the Assigned IP. The representations, warranties, covenants, agreements, and indemnities contained in the Purchase Agreement shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. 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.

4. Governing Law. This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the Commonwealth of Massachusetts, without regard to the conflict of laws principles or rules thereof.

5. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original all of which shall together constitute one agreement.

6. Further Assurances. Each of the parties hereto shall execute and deliver, at the reasonable request of the other party hereto, such additional documents, instruments, conveyances and assurances and take such further actions as such other party may reasonably request to carry out the provisions hereof and give effect to the transactions contemplated by this Agreement.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Seller has duly executed and delivered this IP Assignment as of the date first above written.

OSC SPORTS, INC.

By: Edward D. Manganello  
Name: Edward D. Manganello  
Title: President

AGREED TO AND ACCEPTED:

OLYMPIA SPORTS ACQUISITIONS,  
LLC

By: \_\_\_\_\_  
Name: Bill Kirkendall  
Title: Chief Executive Officer

[SIGNATURE PAGE TO THE  
INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT]

**TRADEMARK**  
**REEL: 006771 FRAME: 0173**

IN WITNESS WHEREOF, Seller has duly executed and delivered this IP Assignment as of the date first above written.

**OSC SPORTS, INC.**

By: \_\_\_\_\_  
Name: Edward D. Manganello  
Title: President

AGREED TO AND ACCEPTED:

**OLYMPIA SPORTS ACQUISITIONS,  
LLC**

By:   
Name: Bill Kirkendall  
Title: Chief Executive Officer

[SIGNATURE PAGE TO THE  
INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT]

**SCHEDULE 1**  
**ASSIGNED TRADEMARK REGISTRATIONS AND APPLICATIONS**

**Trademark Registrations**

<b>Mark</b>	<b>Jurisdiction</b>	<b>Registration Number</b>	<b>Registration Date</b>
Olympia Edge	USA	3,535,524	November 18, 2008

**SCHEDULE 2**  
**DOMAIN NAMES**

Olympiaedge.net

Olympiaedge.com

Olympiasports.net

Olympiaroutingrequest.com