

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM545792

<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>
VERTICAL NETWORKS LIMITED		10/16/2019	LIMITED COMPANY: UNITED KINGDOM
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	WHISTLE SPORTS, INC.		
<b>Street Address:</b>	79 MADISON AVENUE		
<b>Internal Address:</b>	8TH FLOOR		
<b>City:</b>	NEW YORK		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10016		
<b>Entity Type:</b>	Corporation: DELAWARE		
<b>PROPERTY NUMBERS Total: 3</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	5440948	BROTHER	
<b>Registration Number:</b>	5243784	BROTHER MEDIA	
<b>Registration Number:</b>	5243785	BROTHER	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	6173424001		
<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>	6173424000		
<b>Email:</b>	bcorbin@foley.com		
<b>Correspondent Name:</b>	NICOLE GAGE		
<b>Address Line 1:</b>	FOLEY & LARDNER LLP		
<b>Address Line 2:</b>	3000 K STREET N.W., SUITE 600		
<b>Address Line 4:</b>	WASHINGTON, D.C. 20007		
<b>ATTORNEY DOCKET NUMBER:</b>	093791-0123		
<b>NAME OF SUBMITTER:</b>	BOBBIE-JEAN CORBIN		
<b>SIGNATURE:</b>	/bobbie-jean corbin/		
<b>DATE SIGNED:</b>	10/18/2019		
<b>Total Attachments: 6</b>			

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TRADEMARK TRANSFER AND ASSIGNMENT AGREEMENT

This TRADEMARK TRANSFER AND ASSIGNMENT AGREEMENT (this “*Agreement*”), dated and effective as of October 16, 2019, by and between Vertical Networks Limited, a private company organized under the laws of England and Wales (“*Assignor*”) and Whistle Sports, Inc., a Delaware corporation (“*Assignee*”).

Assignee and Assignor are sometimes collectively referred to herein as the “*Parties*” and separately as a “*Party*.” Capitalized terms used but not otherwise defined herein shall have the meaning assigned to such terms in the Purchase Agreement (as defined below).

RECITALS

WHEREAS, pursuant to the Agreement and Plan of Reorganization, dated as of October 3, 2019 (the “*Purchase Agreement*”), by and among Assignor (who is a party thereto solely with respect to Section 2.02(e) and 2.05 thereto), the Parties have agreed to enter into this Agreement regarding the transfer by Assignor to Assignee of all of Assignor’s right, title and interest in the Trademarks (as defined below);

WHEREAS, Assignor is the owner of certain trademarks and trademark registrations as identified in SCHEDULE A hereto (collectively, the “*Trademarks*”) and the goodwill associated therewith; and

WHEREAS, Assignor desires to assign and Assignee desires to receive all of Assignor’s right, title and interest in and to the Trademarks and any and all goodwill associated therewith.

RESOLVED, in consideration of the mutual promises herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

AGREEMENT

1. Obligations of the Parties.

(a) **General.** Assignor agrees to sell and Assignee agrees to buy the Trademarks together with the goodwill associated therewith. On the Closing Date, in consideration of Assignee’s issuance to Assignor [REDACTED] (the “*Trademark Consideration*”), the Parties agree to execute and deliver this Agreement. The Parties agree that the Trademark Consideration is equal to the market value of the property transferred under this Agreement and that, so far as permitted by law, such valuation is adopted for all relevant Tax purposes.

(b) **Assignment.** Assignor hereby assigns, transfers, and conveys to Assignee any and all right, title and interest to the Trademarks and trademark registrations shown on SCHEDULE A throughout the world, together with the goodwill symbolized by the use of the same, including the right to sue and recover for past infringement, and to receive all damages, payments and costs and fees associated therewith, free and clear of any and all encumbrances.

2. Trademark Transfer.

(a) **Assignor’s Responsibilities for Transfer of Trademarks.** Assignor will cooperate with Assignee in executing and/or filing documents with any applicable trademark offices worldwide. Assignor shall execute, deliver and acknowledge such assignments and other documents and take all such other actions as Assignee may reasonably request to memorialize or perfect the assignment

and as are reasonably necessary to establish Assignee's rights in the Trademarks, including but not limited to providing such documents as may be necessary to establish the dates of use of the Trademarks. Assignee shall bear the costs and expenses in connection with memorializing and perfecting such assignment.

(b) **Assignor's Representations and Warranties.** Assignor is a corporation duly organized, validly existing and in good standing (to the extent that the laws of England and Wales recognize the concept of good standing) under the Laws of England and Wales. Assignor has full power and authority to enter into this Agreement and to carry out its obligations hereunder. The execution and delivery by Assignor of this Agreement and the performance by it of its obligations hereunder have been duly authorized by all requisite corporate action. This Agreement has been duly executed and delivered by Assignor, and constitutes a legal, valid and binding obligation of Assignor, enforceable against it in accordance with its terms, except as enforceability may be limited by applicable bankruptcy, insolvency and similar statutes affecting creditors' rights generally and judicial limits on equitable remedies. The execution, delivery and performance by Assignor of this Agreement, and the consummation of the transactions contemplated hereby, do not and will not, conflict with or result in a violation or breach of, or default under, any provision of Assignor's constituent documents, any contract to which it is a party or applicable law, or require the consent, notice or other action by any third-party under contract to which Assignor is a party or by which Assignor's assets are bound. Assignor has good and marketable title to the Trademarks free and clear of any liens, security interests or other encumbrances. Any material licenses or other agreements for, under or affecting the Trademarks have been disclosed to Assignee [REDACTED]. Assignor further represents and warrants that no claims or assertions have been made challenging Assignor's ownership of any of the Trademarks, or the validity or enforceability of any of the Trademarks.

### 3. Miscellaneous.

(a) This Agreement may be executed in multiple counterparts and by facsimile signature, each of which shall be deemed an original and all of which together shall constitute one instrument. A signed copy of this Agreement 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 Agreement.

(b) This Agreement shall be governed by laws of the State of New York, except for its provisions on conflicts of law.

[Signature Page Follows]

**IN WITNESS WHEREOF**, the Parties hereto have executed this Trademark Transfer and Assignment Agreement, intending to be bound thereby.

**ASSIGNOR:**

**VERTICAL NETWORKS LIMITED,**

a private company organized under the laws of England and Wales

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

Name: Jesus Chavez

Title: Chief Executive Officer

Address:

IN WITNESS WHEREOF, the Parties hereto have executed this Trademark Transfer and Assignment Agreement, intending to be bound thereby.

**ASSIGNOR:**

**VERTICAL NETWORKS LIMITED,**

a private company organized under the laws of England and Wales,

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

Name:

Title:

Address:

**ASSIGNEE:**

**WHISTLE SPORTS, INC.,**

a Delaware corporation

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

Name: John J. West, Jr.

Title: Chief Executive Officer and Treasurer

Address: 79 Madison Avenue, 8<sup>th</sup> Floor, New York, NY  
10016

**SCHEDULE A**  
**TRADEMARKS**

<b>Mark</b>	<b>Owner</b>	<b>Reg. No.</b>
<b>BROTHER</b>	Vertical Networks Limited	5,440,948 (United States)
<b>BROTHER MEDIA</b>	Vertical Networks Limited	5,243,784 (United States)
<b>BROTHER</b>	Vertical Networks Limited	5,243,785 (United States)
<b>BROTHER MEDIA</b>	Vertical Networks Limited	UK00003138524 (Great Britain and Northern Ireland)
<b>BROTHER</b>	Vertical Networks Limited	15347404 (European Union Intellectual Property Office)

