

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM552689

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Routine Baseball, LLC		12/06/2019	Limited Liability Company: WISCONSIN
RECEIVING PARTY DATA			
Name:	Pro Athlete, Inc.		
Street Address:	10800 N. Pomona Ave.		
City:	Kansas City		
State/Country:	MISSOURI		
Postal Code:	64153		
Entity Type:	Corporation: MISSOURI		
PROPERTY NUMBERS Total: 12			
Property Type	Number	Word Mark	
Serial Number:	87812898		
Registration Number:	5233199		
Registration Number:	5261656	HOME	
Registration Number:	5147485	I'D TAMP THAT	
Registration Number:	5481413	KEEP IT ROUTINE	
Registration Number:	5138348	PO CLUB	
Registration Number:	4658278	R	
Registration Number:	4882878	R	
Registration Number:	4962220	ROUTINE	
Registration Number:	5350772	ROUTINE	
Serial Number:	88716536	ROUTINE	
Registration Number:	5398861	ROUTINE BASEBALL	
CORRESPONDENCE DATA			
Fax Number:	9135494646		
<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:	9135494700		
Email:	ekdkdocket@kcpatentlaw.com		
Correspondent Name:	Erickson Kernell IP, LLC		

OP \$315.00 87812898

TRADEMARK

Address Line 1: 8900 State Line Road, Ste. 500
Address Line 4: Leawood, KANSAS 66206

ATTORNEY DOCKET NUMBER: 872.008

NAME OF SUBMITTER: Kent R. Erickson

SIGNATURE: /Kent R. Erickson/

DATE SIGNED: 12/10/2019

Total Attachments: 8

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TRADEMARK ASSIGNMENT AGREEMENT

This Trademark Assignment Agreement (“**Trademark Assignment**”), dated as of December 6, 2019, is made by Routine Baseball, LLC (“**Seller**”), a Wisconsin limited liability company, located at 9625 S. 54th Street, Franklin, Wisconsin 53132, in favor of Pro Athlete, Inc., (“**Buyer**”), a Missouri corporation, located at 10800 N. Pomona Ave., Kansas City, Missouri 64153, the purchaser of certain assets of Seller pursuant to the that certain Asset Purchase Agreement between Buyer and Seller dated as of November 21, 2019 (the “**Asset Purchase Agreement**”).

WHEREAS, under the terms of the Asset Purchase Agreement, Seller has conveyed, transferred, and assigned to Buyer, among other assets, certain intellectual property of Seller, and has agreed to execute and deliver this Trademark Assignment, for recording with the United States Patent and Trademark Office and corresponding entities or agencies in any applicable jurisdictions;

NOW THEREFORE, the parties 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:

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

(b) 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;

(c) 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

(d) 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 Trademark Assignment upon request by Buyer. Following the date hereof, 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 Trademarks to Buyer, or any assignee or successor thereto.

3. **Terms of the Asset Purchase Agreement.** The parties hereto acknowledge and agree that this Trademark Assignment is entered into pursuant to the Asset 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 Trademarks. The representations, warranties, covenants, agreements, and indemnities contained in the Asset 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 Asset Purchase Agreement and the terms hereof, the terms of the Asset Purchase Agreement shall govern.

4. **Counterparts.** This Trademark Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed one and the same agreement. A signed copy of this Trademark Assignment 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 Trademark Assignment.

5. **Successors and Assigns.** This Trademark Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

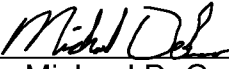
6. **Governing Law.** This Trademark Assignment and any claim, controversy, dispute, or cause of action (whether in contract, tort, or otherwise) based upon, arising out of, or relating to this Trademark Assignment and the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws of the United States and the State of Wisconsin, without giving effect to any choice or conflict of law provision or rule (whether of the State of Wisconsin or any other jurisdiction).

[SIGNATURE PAGE FOLLOWS]

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

SELLER:

Routine Baseball, LLC
a Wisconsin limited liability company

By: 
Name: Michael DeGrave
Title: Officer

BUYER:

Pro Athlete, Inc.
a Missouri corporation

By: _____
Name: _____
Title: _____

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


SELLER:

Routine Baseball, LLC
a Wisconsin limited liability company

By: _____
Name: _____
Title: _____

BUYER:

Pro Athlete, Inc.
a Missouri corporation

By: 
Name: Scott Hedrick
Title: President

[TRADEMARK ASSIGNMENT – SIGNATURE PAGE]

TRADEMARK
REEL: 006812 FRAME: 0422

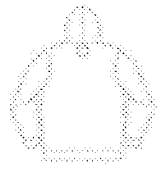


SCHEDULE 1
Assigned Trademarks

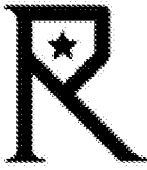
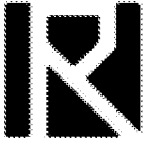
[See Attached]

[TRADEMARK ASSIGNMENT – SCHEDULE 1]

TRADEMARK
REEL: 006812 FRAME: 0423

Chart Of Tagged Records

TM Record	TM/AN/RN	Status/Key Dates	Full Goods/Services	Owner Information
US - 1 Federal	<u>Design Only</u>  SN: 87812898	Pending - Publication Review Complete Supplemental Register November 25, 2019 Int'l Class: 25 First Use: January, 2015 Filed: February 27, 2018	(Int'l Class: 25) fleece pullovers; fleece tops; golf shirts; hooded sweatshirts; jackets; long-sleeved shirts; polo shirts; shirts; short-sleeved shirts; sweatshirts; t-shirts; tank tops; windbreakers	Routine Baseball, LLC (Wisconsin Limited Liability Company) 9625 S. 54th Street Franklin Wisconsin 53132
US - 2 Federal	<u>Design Only</u>  RN: 5233199 SN: 86725636	Registered June 27, 2017 Int'l Class: 25 First Use: November 1, 2015 Filed: August 14, 2015	(Int'l Class: 25) baseball caps; baseball caps and hats; hats; hooded sweatshirts; pants; shirts; short-sleeved shirts; sweatpants; sweatshirts; t-shirts	Routine Baseball, LLC (Wisconsin Limited Liability Company) 9625 S. 54th St. Franklin Wisconsin 53132
US - 3 Federal	<u>HOME and Design</u>  RN: 5261656 SN: 86725634	Registered August 8, 2017 Int'l Class: 25 First Use: November 1, 2016 Filed: August 14, 2015	(Int'l Class: 25) baseball caps; baseball caps and hats; hats; long-sleeved shirts; pants; shirts; short-sleeved shirts; socks; sweatpants; t-shirts; tank tops	Routine Baseball, LLC (Wisconsin Limited Liability Company) 9625 S. 54th St. Franklin Wisconsin 53132
US - 4 Federal	<u>ID TAMP THAT</u> RN: 5147485 SN: 86725594	Registered February 21, 2017 Int'l Class: 25 First Use: December 1, 2016 Filed: August 14, 2015	(Int'l Class: 25) baseball caps; baseball caps and hats; hats; shirts; short-sleeved shirts; t-shirts	Routine Baseball, LLC (Wisconsin Limited Liability Company) 9625 S. 54th St. Franklin Wisconsin 53132

TM Record	TM/AN/RN	Status/Key Dates	Full Goods/Services	Owner Information
US - 5 Federal	<u>KEEP IT ROUTINE</u> RN: 5481413 SN: 86725565	Registered May 29, 2018 Int'l Class: 25 First Use: January, 2012 Filed: August 14, 2015	(Int'l Class: 25) baseball caps; baseball caps and hats; beanies; bucket caps; fleece pullovers; fleece tops; golf shirts; hats; hooded sweatshirts; jackets; jerseys clothing; knitted caps; long-sleeved shirts; pants; polo shirts; shirts; short-sleeved shirts; shorts; socks; stocking caps; stocking hats; sweat shorts; sweatpants; sweatshirts; swim trunks; t-shirts; tank tops; windbreakers	Routine Baseball, LLC (Wisconsin Limited Liability Company) 9625 S. 54th St. Franklin Wisconsin 53132
US - 6 Federal	<u>PO CLUB</u> RN: 5138348 SN: 86729460	Registered February 7, 2017 Int'l Class: 25 First Use: March 15, 2016 Filed: August 19, 2015	(Int'l Class: 25) t-shirts	Routine Baseball, LLC (Wisconsin Limited Liability Company) 9625 S. 54th St. Franklin Wisconsin 53132
US - 7 Federal	<u>R and Design</u>  RN: 4658278 SN: 85656698	Registered December 23, 2014 Int'l Class: 25 First Use: November 1, 2011 Filed: June 20, 2012	(Int'l Class: 25) hats; hooded sweatshirts; t-shirts; tank tops; none of the foregoing relating to or promoting computer software or video games	Routine Baseball, LLC (Wisconsin Limited Liability Company) W-10021 Sunnyside Road Antigo Wisconsin 54409
US - 8 Federal	<u>R and Design</u>  RN: 4882878 SN: 86459228	Registered January 5, 2016 Int'l Class: 14,16,22,24,25 First Use: May 1, 2015 Filed: November 19, 2014	(Int'l Class: 14) bracelets made of leather; necklaces made of metal (Int'l Class: 16) decals; stickers (Int'l Class: 22) lanyards for holding keys (Int'l Class: 24) banners of textile; beach towels (Int'l Class: 25) baseball caps; baseball caps and hats; beanies; hats; hooded sweatshirts; knitted caps; long-sleeved shirts; pants; shirts; short-sleeved shirts; shorts; socks; stocking caps; stocking hats; sweat shorts; sweatpants; sweatshirts; t-shirts; tank tops	Routine Baseball, LLC (Wisconsin Limited Liability Company) W-10021 Sunnyside Road Antigo Wisconsin 54409

TM Record	TM/AN/RN	Status/Key Dates	Full Goods/Services	Owner Information
US – 9 Federal	<u>ROUTINE</u> RN: 4962220 SN: 85980754	Registered May 24, 2016 Int'l Class: 25 First Use: November 13, 2011 Filed: May 18, 2011	(Int'l Class: 25) clothing, namely, jackets	Routine Baseball, LLC (Wisconsin Limited Liability Company) 9625 S. 54th St. Franklin Wisconsin 53132
US - 10 Federal	<u>ROUTINE</u> RN: 5350772 SN: 85323956	Registered December 5, 2017 Int'l Class: 25 First Use: June 1, 2013 Filed: May 18, 2011	(Int'l Class: 25) clothing, namely, pants, tank tops, and shorts	Routine Baseball, LLC (Wisconsin Limited Liability Company) 9625 S. 54th St. Franklin Wisconsin 53132
US - 11 Federal	<u>ROUTINE</u> SN: 88716536	Pending Int'l Class: 25 First Use: June 30, 2013 Filed: December 5, 2019	(Int'l Class: 25) Baseball caps and hats; Long-sleeved shirts; Short-sleeved shirts; Swim suits; Swim trunks; T-shirts	Routine Baseball, LLC (Wisconsin Limited Liability Company) 9625 S. 54th St. Franklin Wisconsin 53132
US - 12 Federal	<u>ROUTINE</u> <u>BASEBALL</u> RN: 5398861 SN: 85702840 Disclaimer: "BASEBALL"	Registered February 13, 2018 Int'l Class: 25 First Use: November 1, 2011 Filed: August 14, 2012	(Int'l Class: 25) hats; hooded sweatshirts; t-shirts; tank tops	Routine Baseball, LLC (Wisconsin Limited Liability Company) 9625 S. 54th St. Franklin Wisconsin 53132
US – 13 State WI	<u>ROUTINE</u> <u>BASEBALL</u> RN: WI 20131441278	WI - Registered Last Status Received: Registered January 30, 2013	(Int'l Class: 35) retail clothing	ROUTINE BASEBALL, LLC W10021 SUNNYSIDE ROAD ANTIGO, WI 54409 WI
Canada - 14	<u>ROUTINE</u> RN: TMA916922 AN: 1521641	Canada Registered Last Status Received: Registered October 13, 2015 Office Status: Registered Filed: March 30, 2011 Expiration Date: October 13, 2030	(Int'l Class: 25) Goods: (1) Clothing, namely, pants and tank tops. Goods: (2) Clothing, namely, jackets and shorts.	Routine Baseball, LLC 9625 S. 54th St. Franklin, Wisconsin 53132, United States of America