

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM552829

<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>
Geneva Area Recreational, Educational and Athletic Trust		12/06/2019	Corporation:
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Geneva Sports LLC		
<b>Street Address:</b>	5201 Spire Circle		
<b>City:</b>	Geneva		
<b>State/Country:</b>	OHIO		
<b>Postal Code:</b>	44041		
<b>Entity Type:</b>	Limited Liability Company: OHIO		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	5281449	SPIRE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	4103328518		
<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>	4103328513		
<b>Email:</b>	baf@nqgrg.com		
<b>Correspondent Name:</b>	Brian A. Flank, Esq.		
<b>Address Line 1:</b>	One South Street		
<b>Address Line 2:</b>	Floor 27		
<b>Address Line 4:</b>	Baltimore, MARYLAND 21202		
<b>NAME OF SUBMITTER:</b>	Shmuel M. Gertel		
<b>SIGNATURE:</b>	/s/ Shmuel M. Gertel		
<b>DATE SIGNED:</b>	12/11/2019		
<b>Total Attachments: 4</b>			
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**ASSIGNMENT OF MARK**

**WHEREAS**, the undersigned, GENEVA AREA RECREATIONAL, EDUCATIONAL AND ATHLETIC TRUST (hereinafter “**ASSIGNOR**”), an Ohio nonprofit corporation having an address at 5201 Spire Circle, Geneva, OH 44041, is the lawful owner of the “**SPIRE**” mark that is the subject of U.S. trademark registration No. 5,281,449 (hereinafter the “**MARK**”);

**AND WHEREAS**, GENEVA SPORTS LLC (hereinafter “**ASSIGNEE**”), a Delaware limited liability company, having an address at 5201 Spire Circle, Geneva, OH 44041, desires to acquire the entire right, title, and interest therein, including all goodwill associated with use of the **MARK**;

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, **ASSIGNOR** hereby assigns, transfers and conveys to **ASSIGNEE**, and **ASSIGNEE**'s successors and assigns, **ASSIGNOR**'s entire right, title, and interest in the **MARK**, together with the entire business symbolized by the **MARK** and all goodwill associated with use of the **MARK**, in the United States and throughout the world, the same to be held and enjoyed by the **ASSIGNEE**, for its own use and behalf, and the use and behalf of its successors and assigns, for the full life of the **MARK**, as fully and entirely the same as would have been held and enjoyed by the **ASSIGNOR** had this assignment not been made;

**AND ASSIGNOR** does hereby assign, transfer, and convey to **ASSIGNEE**, its successors and assigns, all claims for damages and all remedies, including injunctive relief, arising out of any violation of the rights assigned hereby that may have accrued prior to the date of assignment to **ASSIGNEE**, or may accrue hereafter, including, but not limited to, the right to sue for, collect, and retain damages for unlawful use, infringement, dilution or misappropriation of said **MARK**;

**AND ASSIGNOR** hereby covenants and agrees that it has the full right to convey the entire interest herein assigned, and that it has not executed, and will not execute, any agreement in conflict herewith;

**AND ASSIGNOR** hereby covenants and agrees that it shall cease all use of the **MARK** in the United States and throughout the world, unless otherwise agreed in writing with the **ASSIGNEE**, its successors or assigns;

**AND ASSIGNOR** hereby covenants and agrees that it shall cooperate with **ASSIGNEE** and will execute and deliver, or cause to be executed and delivered, all such other instruments, and

will take all such other actions, as **ASSIGNEE** may reasonably request from time to time in order to effectuate the provisions hereof;

**AND ASSIGNEE** shall bear all fees and costs associated with the transfer and assignment of the **MARK** pursuant to this assignment;

**AND WHEREAS** this assignment may be executed in two or more counterparts, and delivered via facsimile or other electronic means, each of which shall for all purposes be deemed to be an original and all of which together shall constitute the same instrument.

[Signatures contained on following pages]

IN WITNESS WHEREOF, each party hereto has executed this Assignment of Mark effective as of December 6<sup>th</sup>, 2019.

**ASSIGNOR:**

**GENEVA AREA RECREATIONAL,  
EDUCATIONAL AND ATHLETIC TRUST,**  
an Ohio nonprofit corporation

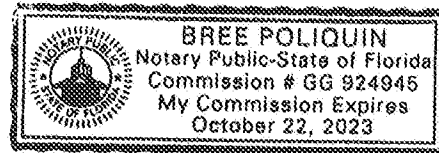
By: Richard D. Selip (SEAL)  
Name: Richard D. Selip  
Title: President

State of Florida )  
City/County of Manatee )

I HEREBY CERTIFY that on this 5<sup>th</sup> day of December, 2019, before me a Notary Public in and for the State and City/County aforesaid personally appeared Richard D. Selip, known to me or satisfactorily proven to be the person who executed the foregoing instrument, who acknowledged himself to be the duly appointed President of GENEVA AREA RECREATIONAL, EDUCATIONAL AND ATHLETIC TRUST, an Ohio nonprofit corporation, and that, in such capacity and being duly authorized to do so, he executed the foregoing instrument for the purposes therein stated.

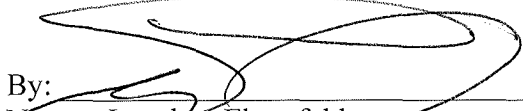
Bree Poliquin  
Notary Public

My Commission Expires: 10/22/23



**ASSIGNEE:**

**GENEVA SPORTS LLC,**  
a Delaware limited liability company

By:  (SEAL)  
Name: Jonathan Ehrenfeld  
Title: Authorized Person

State of Maryland \_\_\_\_\_ )  
 ):  
City/County of Baltimore )

**I HEREBY CERTIFY** that on this 6<sup>th</sup> day of December, 2019, before me a Notary Public in and for the State and City/County aforesaid personally appeared Jonathan Ehrenfeld, known to me or satisfactorily proven to be the person who executed the foregoing instrument, who acknowledged himself to be the duly appointed Authorized Person of GENEVA SPORTS LLC, a Delaware limited liability company, and that, in such capacity and being duly authorized to do so, he executed the foregoing instrument for the purposes therein stated.

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

My Commission Expires: 4/24/22

