

**TRADEMARK ASSIGNMENT COVER SHEET**

Electronic Version v1.1  
 Stylesheet Version v1.2

ETAS ID: TM552480

<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>
Ellett Brothers, LLC		12/02/2019	LLC <del>Corporation</del> SOUTH CAROLINA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	National Association of Sporting Goods Wholesalers		
<b>Street Address:</b>	1255 SW Prairie Trail Parkway		
<b>City:</b>	Ankeny		
<b>State/Country:</b>	IOWA		
<b>Postal Code:</b>	50023-7068		
<b>Entity Type:</b>	Non-Profit Corporation: ILLINOIS		
<b>PROPERTY NUMBERS Total: 3</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	4839978	CUSTOMERLINK	
Registration Number:	4839979	CUSTOMERLINK EXCHANGE	
Registration Number:	4752131	CUSTOMERLINK	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	3124276663		
<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>	3124271300		
<b>Email:</b>	chiustrm@ladas.net		
<b>Correspondent Name:</b>	Ladas & Parry LLP		
<b>Address Line 1:</b>	224 South Michigan Avenue		
<b>Address Line 4:</b>	Chicago, ILLINOIS 60604		
<b>NAME OF SUBMITTER:</b>	Kevin A. Thompson		
<b>SIGNATURE:</b>	/Kevin A. Thompson/		
<b>DATE SIGNED:</b>	12/09/2019		
<b>Total Attachments: 2</b>			
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source=NASGW TM Purchase#page2.tif			

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## TRADEMARK SALE AND ASSIGNMENT AGREEMENT

THIS TRADEMARK SALE AND ASSIGNMENT AGREEMENT (the "Agreement") is made between Ellett Brothers, LLC (the "Assignor") and National Association of Sporting Goods Wholesalers (the "Assignee" and, together with the Assignor, the "Parties").

WHEREAS, Assignor is currently a debtor and debtor in possession in those certain jointly administered chapter 11 cases pending in the United States Bankruptcy Court for the District of Delaware (the "Bankruptcy Court") under the caption of *In re SportCo Holdings, Inc.*, Case No. 19-11299 (LSS) (the "Chapter 11 Cases").

WHEREAS, Assignor owns certain trademark or service mark rights in the "CustomerLink" and "CustomerLink Exchange" marks, namely, CUSTOMERLINK (US Reg. No. 4839978), CUSTOMERLINK EXCHANGE (US Reg. No. 4839979), and CUSTOMERLINK (US Reg. No. 4752131) (collectively the "Marks").

WHEREAS, subject to Bankruptcy Court approval, Assignor desires to sell and/or assign, and Assignee desires to acquire, all of Assignor's right, title, and interest in and to the Marks on the terms set forth in this Agreement.

WHEREAS, Assignor represents and warrants to Assignee with respect to the Marks, and each of them, that: (i) Assignor owns all right, title and interest in and to the Marks, free and clear of any lien or any other encumbrances; (ii) the Marks are not subject to any outstanding injunction, judgment, order, decree, ruling or charge; and (iii) Assignor has not made a previous assignment, sale, transfer or agreement constituting a present or future assignment, mortgage, sale or transfer of, or granted any lien on the Marks.


NOW, THEREFORE, upon (x) entry of an order in the Chapter 11 Cases authorizing Assignor to sell and/or assign its interest in the Marks on the terms set forth in this Agreement and (y) Assignor's receipt of \$10,000.00 in cash from Assignee (the receipt and sufficiency of which is hereby acknowledged), the Parties agree that Assignor hereby transfers, conveys, assigns, and delivers, and agrees to transfer, convey, assign, and deliver to Assignee: (i) all of Assignor's right, title, and interest in and to the Marks; (ii) all registrations and applications to register or transfer the ownership of the Marks; (iii) all common-law rights relating to the Marks; (iv) all goodwill associated with the Marks; (v) the right to obtain trademark and service mark registrations in any jurisdiction of the world relating to the Marks; (vi) all rights, interests, claims, demands and relief recoverable in law or equity, that Assignor had, has, or may have, for past, present, and future infringements of the Marks, including, without limitation, the right to compromise, sue for, and collect such profits and damages.

Assignor expressly acknowledges that, as a result of this Agreement, it shall have no rights whatsoever in or to the Marks. For the avoidance of doubt, Assignor does not represent to Assignee that the Marks are either registerable or enforceable as trademarks in the U.S. or elsewhere.

The Parties acknowledge that an Order Confirming the Debtor's Fourth Amended Combined Disclosure Statement and Joint Chapter 11 Plan of Liquidation (the "Plan") has been entered by the Bankruptcy Court on November 6, 2019 (ECF Doc. No. 525), and the Plan is effective as of November 21, 2019 in accordance with the Notice of Occurrence of Effective Date of Plan (ECF Doc. No. 545).

**Accepted by Assignor**

**Ellett Brothers, LLC**

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

Name: Ronald J. Friedman, Esq.

Title: Liquidation Trustee

Date: December 2, 2019

**Accepted by Assignee**

**National Association of Sporting Goods Wholesalers**

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

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