

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM559159

<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>
The Players Tribune, Inc.		12/06/2019	Corporation:
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Pro Sportority (Israel) Ltd.		
<b>Street Address:</b>	9-11 Belsize Grove		
<b>City:</b>	London		
<b>State/Country:</b>	UNITED KINGDOM		
<b>Postal Code:</b>	NW3 4UU		
<b>Entity Type:</b>	Company: ISRAEL		
<b>PROPERTY NUMBERS Total: 4</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	87909923	THE ARTISTS' TRIBUNE	
<b>Serial Number:</b>	86847275	THE PLAYERS' TRIBUNE	
<b>Registration Number:</b>	4783230	THE PLAYERS' TRIBUNE	
<b>Registration Number:</b>	5309204	LETTER TO MY YOUNGER SELF	
<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>Email:</b>	ipdocketingdc@sheppardmullin.com, tmax@sheppardmullin.com, dale.carter@reddie.co.uk, kat.parmenter@reddie.co.uk		
<b>Correspondent Name:</b>	Pro Sportority (Israel) Ltd.		
<b>Address Line 1:</b>	10 Whitechapel High Street		
<b>Address Line 2:</b>	The White Chapel Building		
<b>Address Line 4:</b>	London, UNITED KINGDOM E1 8QS		
<b>ATTORNEY DOCKET NUMBER:</b>	50lf-229271		
<b>DOMESTIC REPRESENTATIVE</b>			
<b>Name:</b>	Theodore C. Max		
<b>Address Line 1:</b>	30 Rodefeller Plaza		
<b>Address Line 4:</b>	New York, NEW YORK 10112		

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<b>NAME OF SUBMITTER:</b>	Theodore C. Max
<b>SIGNATURE:</b>	/Theodore C. Max/
<b>DATE SIGNED:</b>	01/27/2020
<b>Total Attachments: 10</b> source=Players Tribune - Sportority - Trademark Assignment (fully executed)#page1.tif source=Players Tribune - Sportority - Trademark Assignment (fully executed)#page2.tif source=Players Tribune - Sportority - Trademark Assignment (fully executed)#page3.tif source=Players Tribune - Sportority - Trademark Assignment (fully executed)#page4.tif source=Players Tribune - Sportority - Trademark Assignment (fully executed)#page5.tif source=Players Tribune - Sportority - Trademark Assignment (fully executed)#page6.tif source=Players Tribune - Sportority - Trademark Assignment (fully executed)#page7.tif source=Players Tribune - Sportority - Trademark Assignment (fully executed)#page8.tif source=Players Tribune - Sportority - Trademark Assignment (fully executed)#page9.tif source=Players Tribune - Sportority - Trademark Assignment (fully executed)#page10.tif	

## TRADEMARK ASSIGNMENT

This Trademark Assignment (this “**Assignment**”), dated December 6, 2019, is entered into by and between The Players Tribune, Inc., a Delaware corporation (“**Seller**”) and Pro Sportivity (Israel) Ltd., a company incorporated under the laws of the State of Israel (“**Buyer**,” and together with Seller, the “**Parties**”). Capitalized terms not otherwise defined herein will have the respective meanings set forth in the Purchase Agreement (as defined below).

WHEREAS, one or more certain trademarks are used in connection with the Business as defined in the Asset Purchase Agreement dated as of the date hereof, by and among Buyer, Seller, and other parties thereto (the “**Purchase Agreement**”), including the trademarks, trademark applications and registrations listed in the attached Schedule A (collectively, the “**Trademarks**”).

WHEREAS, pursuant to the Purchase Agreement, Seller has agreed to transfer and assign, all its right, title and interest in and to the Trademarks to Buyer.

WHEREAS, Buyer desires to acquire, and Seller desires to assign and transfer, pursuant to the Purchase Agreement, the Trademarks.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound, the Parties agree as follows:

1. Upon the terms and subject to the conditions of the Purchase Agreement, Seller hereby assigns to Buyer all of Seller’s right, title and interest in and to the Trademarks, together with Seller’s goodwill associated with such Trademarks.

2. Buyer hereby accepts the assignment in Section 1 hereof and, from and after the date hereof, will assume, perform, and discharge all liabilities and obligations of Seller relating to such Trademarks that accrue after the Closing.

3. This Assignment shall be governed by and construed in accordance with the laws of the State of New York without giving effect to the conflict of laws principles thereof.

4. None of the provisions of this Assignment may be waived, changed or altered except in a signed writing by the party against whom enforcement of the same is sought.

5. In the event of a conflict between the terms and conditions of this Assignment and the terms and conditions of the Purchase Agreement, the terms and conditions of the Purchase Agreement shall govern, supersede and prevail.

6. This Assignment will be binding upon, inure to the benefit of and be enforceable by the Parties and their respective successors and permitted assigns in accordance with the Asset Purchase Agreement. Neither of the Parties hereto intends that this Assignment shall benefit or be enforceable by any person other than the Parties hereto and their respective successors and permitted assigns.

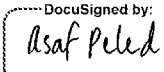
7. This Assignment may be executed in one or more counterparts, each of which will be deemed to be an original and all of which, when taken together, will be deemed to constitute one and the same agreement. Counterparts may be delivered via facsimile, electronic mail (including PDF or any electronic signature complying with the U.S. federal E-SIGN Act of 2000, e.g., [www.docusign.com](http://www.docusign.com)) or other transmission method and any counterpart so delivered shall be deemed to have been duly and validly delivered and be valid and effective for all purposes.

\* \* \*

IN WITNESS WHEREOF, the parties hereto have executed this Trademark Assignment on the date first written above.

**BUYER:**


PRO SPORTORITY (ISRAEL) LTD

By:  \_\_\_\_\_  
Name: Asaf Peled  
Title: Director

IN WITNESS WHEREOF, the parties hereto have executed this Trademark Assignment on the date first written above.

**SELLER:**

THE PLAYERS TRIBUNE, INC.

DocuSigned by:  


By: \_\_\_\_\_  
60864EFEBE4B40B...

Name: Jeff Levick

Title: CEO

SIGNATURE PAGE TO  
TRADEMARK ASSIGNMENT

**TRADEMARK**  
**REEL: 006851 FRAME: 0865**

**SCHEDULE A TO TRADEMARK ASSIGNMENT**

**TRADEMARKS**

US Trademarks						
Trademark	Registration No.	Registered Date	Serial No.	Filing Date	Current Status	International Class(es) of Goods
THE PLAYERS' TRIBUNE	4783230	7/28/2015	86311827	6/17/2014	The trademark has been registered with the USPTO.	41
THE PLAYERS' TRIBUNE	N/A	N/A	86847275	12/12/2015	The application was examined by the USPTO, the trademark was published, and there has been no opposition to the registration. A Notice of Allowance ("NOA") was issued on July 5, 2016. Once a Statement of Use ("SOU") is filed regarding the goods in the respective International Classes, a trademark registration will be issued.	16
					Extension request for a fifth extension of filing the SOU was filed on Jan. 3, 2019 approved on Jan. 15 2019.	25
					A Statement of Use was filed with respect to International Classes 16, 18, 25 and 35. An Office Action was issued on August 7, 2019 with regard to the Statement of Use and Specimens submitted and a response is due within six months of the issue date of the Office Action.	35
LETTER TO MY YOUNGER SELF	5309204	10/17/2017	87130209	8/8/2016	The trademark registration was issued on Oct. 17, 2017.	41
THE ARTISTS' TRIBUNE	N/A	N/A	87909923	5/7/2018	The application was filed on May 7, 2018, examined by the USPTO and the trademark was published, and there has been no opposition to the registration. A NOA was issued on July 9, 2019. TPT has six months from the NOA to file an extension or SOU. Five extensions to file an SOU are permitted for a period of three years.	41

International Trademarks						
Country	Trademark	Int'l. Registration No.	Registered Date in Respective Jurisdiction	Filing Date	Current Status	International Class(es) of Goods
WIPO/International Registration ("IR")	THE PLAYERS' TRIBUNE	1296601	2/22/2016	12/12/2015	The International Trademark is registered with WIPO.	16
						18
						25
						35
European Union*	THE PLAYERS'	1296601	3/0/2016	12/12/2015	IR was accepted	41
						16, 18, 25,

International Trademarks						
Country	Trademark	Int'l. Registration No.	Registered Date in Respective Jurisdiction	Filing Date	Current Status	International Class(es) of Goods
* The European Union includes 28 member states: Austria, Benelux (Belgium, Netherlands, Luxembourg), Bulgaria, Croatia, Cyprus, Czech Republic, Denmark, Estonia, Finland, France, Germany, Greece, Hungary, Ireland, Italy, Latvia, Lithuania, Malta, Poland, Portugal, Romania, Slovakia, Slovenia, Spain, Sweden, United Kingdom <sup>1</sup> . The Community Trademark affords protection in the European Court of Justice and lower federal courts within the member states of the European Union.	TRIBUNE (EU)				by the EU Intellectual Property Office and is registered.	35, 41
United Kingdom	THE PLAYERS' TRIBUNE (UNITED KINGDOM)	1296601	10/10/2017	12/12/2015	In order to secure trademark registration and protection in Great Britain, a separate filing (subsequently designating the UK) was made on June 14, 2017 under the Madrid Protocol to expand the geographical protection of TPT's international mark. Notification made to UK contracting party on July 6, 2017.  Statement of Grant of Protection has been issued.	16, 18, 25, 35, 41

<sup>1</sup> At the time of the initial filing of Seller's trademark under the Madrid Protocol, the EU designation included the UK. After Brexit, the EU court system will no longer be operating within the UK and, as a result, designation under the Madrid Protocol no longer provides trademark protection in the UK.



International Trademarks						
Country	Trademark	Int'l. Registration No.	Registered Date in Respective Jurisdiction	Filing Date	Current Status	International Class(es) of Goods
United Kingdom	PLAYERSVOICE (UNITED KINGDOM)	00003320183	9/21/2018	6/25/2018	The trademark is registered in the United Kingdom.	38, 41, 45
India	THE PLAYERS' TRIBUNE (INDIA)	3126783	12/15/2025	12/12/2015	The trademark was advertised in The Trademarks Journal No. 1810 on August 2017 at page number 6226 and the opposition period expired on December 14, 2017. The registration was issued on January 6, 2018.	16, 18, 25, 35, 41
India	PLAYERSVOICE (INDIA)	4012575	N/A	11/30/2018	Trademark application has been objected.	38, 41, 45
Japan	THE PLAYERS' TRIBUNE (JAPAN)	1296601	N/A	9/27/2015; 9/29/2019	The Japan Patent Office issued a refusal on Oct. 4, 2016. The JPO issued a refusal on the grounds the goods description is broad/vague. We filed a subsequent designation on September 29, 2017.	16, 18, 25, 35, 41
Republic of South Korea	THE PLAYERS' TRIBUNE (REPUBLIC OF SOUTH KOREA)	1296601	9/10/2017	12/12/2015	The Korean Intellectual Property Office issued a registration on September 10, 2017.	16, 18, 25, 35, 41

International Trademarks						
Country	Trademark	Int'l. Registration No.	Registered Date in Respective Jurisdiction	Filing Date	Current Status	International Class(es) of Goods
Australia	THE PLAYERS' TRIBUNE (AUSTRALIA)	No. 1767409 IR no. 1296601	9/22/2016	12/12/2015	The trademark is registered in Australia.	16, 18, 25, 35, 41
Australia	PLAYERSVOICE (AUSTRALIA)	No. 1861600	8/2/2019	8/2/17	The trademark is registered in Australia.	38, 41, 45
People's Republic of China	THE PLAYERS' TRIBUNE (PEOPLE'S REPUBLIC OF CHINA)	1296601 (Basic National Application No. 86847275)	6/29/17	12/12/2015	A statement of grant of protection was granted on June 29, 2017. Examination period does not expire until October 28, 2017.	16, 18, 25, 35, 41
Colombia	THE PLAYERS' TRIBUNE (COLUMBIA)	1296601	8/28/2017	12/12/2015	The trademark is registered in Colombia. A Statement of Grant of Protection was issued on Aug. 28, 2017.	16, 18, 25, 35, 41
Cuba	THE PLAYERS' TRIBUNE (CUBA)	1296601	3/9/2017	12/12/2015	The trademark is registered in Cuba.  A Statement of Grant of Protection was issued on Mar. 7, 2017, and the respective registration fee was paid on July 18, 2017.	16, 18, 25, 35, 41
Mexico	THE PLAYERS' TRIBUNE (MEXICO)	1296601 (Mexican Registration No. 1978331)	3/12/2019	2/22/2016	We received notification that a provisional refusal was issued on July 27, 2017, which cited "THE PLAYERS" trademark held by PGA Tour, Inc. Local Mexican counsel filed a response to the provisional refusal on December 4, 2017. Registration was issued on March 12, 2019.	25
Mexico	THE PLAYERS' TRIBUNE (MEXICO)	1296601 (Mexican Registration No. 1978331)	3/12/2019	2/22/2016	We received notification that a provisional refusal was issued on July 27, 2017, which cited "THE PLAYERS" trademark held by	41

International Trademarks						
Country	Trademark	Int'l. Registration No.	Registered Date in Respective Jurisdiction	Filing Date	Current Status	International Class(es) of Goods
					PGA Tour, Inc. Local Mexican counsel filed a response to the provisional refusal on December 4, 2017. Registration was issued on March 12, 2019.	
Russian Federation	THE PLAYERS' TRIBUNE (RUSSIAN FEDERATION)	296601	2/28/2017	12/12/2015	The trademark is registered in the Russian Federation. A Statement of Grant of Protection was issued on Feb. 28, 2017.	16, 18, 25, 35, 41
Canada	THE PLAYERS' TRIBUNE (CANADA)	N/A	Pending (Registration Fee must be paid before February 7, 2020).	6/19/2017	The application (Serial No. 1843323) has been received and approved and the registration is pending. The application was published on May 14, 2019. The Fee notice was sent on August 7, 2019. The Class 41 application is based upon use while the other classes are subject to use in commerce in Canada.	16, 18, 25, 35, 41
New Zealand	THE PLAYERS' TRIBUNE (NEW ZEALAND)	1089136	9/21/18	3/20/18	The trademark was registered on September 21, 2018 with a deemed registration date of March 20, 2018.	16, 18, 25, 35, 41
New Zealand	PLAYERSVOICE (NEW ZEALAND)	1105368	4/24/2019	10/18/2018	The trademark is registered in New Zealand.	38, 41, 45
South Africa	THE PLAYERS' TRIBUNE (SOUTH AFRICA)	N/A	N/A	3/22/2017	The application (Serial No. 2018/07944) has been received and has been examined. The only condition for acceptance was that a Power of Attorney be lodged in February 2019.	41

<b>International Trademarks</b>						
<b>Country</b>	<b>Trademark</b>	<b>Int'l. Registration No.</b>	<b>Registered Date in Respective Jurisdiction</b>	<b>Filing Date</b>	<b>Current Status</b>	<b>International Class(es) of Goods</b>
Dominican Republic	THE PLAYERS' TRIBUNE (DR)	N/A	N/A	N/A	Pending	16, 18, 25, 35, 41
Hong Kong	THE PLAYERS' TRIBUNE (HK)	N/A	N/A	N/A	Pending	16, 18, 25, 35, 41
Brazil	THE PLAYERS' TRIBUNE (BR)	N/A	N/A	N/A	Pending	16, 18, 25, 35, 41