

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM576769

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
356 Ventures, LLC		05/16/2020	Limited Liability Company: TEXAS
RECEIVING PARTY DATA			
Name:	PlayersTV, Inc.		
Street Address:	5960 Berkshire Lane		
City:	Dallas		
State/Country:	TEXAS		
Postal Code:	75225		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	5952939	PLAYERSTV	
CORRESPONDENCE DATA			
Fax Number:			
<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:	410-241-4770		
Email:	attorney@matthewallinson.com		
Correspondent Name:	Matthew J. Allinson		
Address Line 1:	15617 Evesham Place		
Address Line 4:	Silver Spring, MARYLAND 20905		
NAME OF SUBMITTER:	Matthew J. Allinson		
SIGNATURE:	/Matthew J. Allinson/		
DATE SIGNED:	05/17/2020		
Total Attachments: 4			
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OP \$40.00 5952939

TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT AGREEMENT (“Agreement”) is made and entered into as of May 16, 2020 (“Effective Date”), between

356 VENTURES, LLC, a limited liability company duly organized and existing under the laws of the State of Texas, having a principal address located at 1841 Tranquility Court, Prosper, TX 75078 (“ASSIGNOR”),

– AND –

PLAYERSTV, INC., a corporation duly organized and existing under the laws of the State of Delaware, having a principal address located at 5960 Berkshire Lane, Dallas, TX 75225 (“ASSIGNEE”).

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, ASSIGNOR and ASSIGNEE hereby agree as follow:

1. **Assignment and Transfer of Intellectual Property.** ASSIGNOR hereby assigns and transfers to ASSIGNEE, its successors, assigns, and/or other legal representatives, all rights, title, goodwill, and interest, for the United States of America, its territories, dependencies and possessions, and in all countries, jurisdictions, and political entities foreign to the United States of America, in and to the following:
 - a) All subject matter (“SUBJECT MATTER”) disclosed in the trademark registrations (the “TRADEMARKS”) listed on Schedule A, attached hereto;
 - b) All applications for legal protection to be obtained for the SUBJECT MATTER, including the respective TRADEMARKS, all applications claiming the benefit of priority from the respective TRADEMARKS, applications in other countries, rights and all legal equivalents thereof;
 - c) All legal protection to be obtained for the TRADEMARKS, including any and all renewals and extensions thereof;
 - d) Any and all causes of action and enforcement rights, including all rights to sue, counterclaim, and recover for any past, present, and future infringement of, or liabilities for, all legal protection to be obtained for the TRADEMARKS; and
 - e) All rights to apply for and receive, in the name of ASSIGNEE, any and all legal protection for the TRADEMARKS.
2. **Representations and Warranties.** ASSIGNOR hereby represents, warrants, and covenants that: (i) ASSIGNOR has the full right and ability to convey ASSIGNOR’S entire right, title, and interest herein conveyed, and that no assignment, sale, grant, mortgage, license or other agreement or encumbrance has been or will be made or entered into that would, or could, affect the rights, titles, and interests conveyed herein; and (ii) ASSIGNOR has obtained the required consent of all persons needed to carry out this Agreement.

3. **Further Assurances.** ASSIGNOR hereby agrees to do each of the following, when requested by ASSIGNEE, in order to carry out in good faith the intent and purpose of this assignment and to perfect ASSIGNEE'S rights pursuant to this Agreement:

- a) Promptly execute and deliver to ASSIGNEE or its legal representative any and all application papers, oaths, assignments, powers of attorney, and other documents or instruments that ASSIGNEE may consider necessary or desirable in order to apply for, perfect, maintain, issue, and enforce all protections in and to the TRADEMARKS, including assisting in the prosecution of all applications for legal protection that may be made;
- b) Cooperate with ASSIGNEE in every way possible in any interference, litigation, mediation, arbitration or other proceeding regarding the TRADEMARKS, any applications for legal protection that includes the SUBJECT MATTER and/or TRADEMARKS, or any legal protection for the SUBJECT MATTER and/or TRADEMARKS, including, without limitation, promptly providing to ASSIGNEE all pertinent facts and documents that are known and accessible to ASSIGNOR relating to the SUBJECT MATTER and/or TRADEMARKS, any applications for legal protection that include the SUBJECT MATTER and/or TRADEMARKS, and testifying as to same in any proceeding; and
- c) Provide any successor, assign, or legal representative of ASSIGNEE with the benefits and assistance provided to ASSIGNEE hereunder.

4. **Miscellaneous.**

- a) This Agreement represents the complete understanding between the parties and supersedes all prior negotiations, representations, guarantees, warranties, promises, statements, or agreements, whether oral or written, between the parties hereto with regard to the subject matter hereof.
- b) The headings of the Sections found in this Agreement are provided herein for convenience of reference only, and shall not be considered in construing their contents.
- c) This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same signature. Electronically transmitted signatures shall be binding upon receipt.
- d) This Agreement shall be enforced in accordance with the laws of the State of Delaware, without regard to conflict of law principles relating thereto.

IN WITNESS WHEREOF, ASSIGNOR has caused this Agreement to be duly executed as of the Effective Date set forth above.

ASSIGNOR

For 356 Ventures, LLC

DocuSigned by:

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Name: Anthony Tolliver

Title: Owner

I have the authority to bind Assignor

SCHEDULE A

Pursuant to the Trademark Assignment Agreement, dated May 16, 2020, to which this Schedule A is attached, ASSIGNOR hereby transfers and assigns to ASSIGNEE, its successors, assigns, or other legal representatives, all rights, titles, and interests in and to all subject matter disclosed in the following trademark registration:

- Word Mark – **PLAYERSTV**
 - U.S. Registration Number - 5952939