

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM620288

<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>
Appleton Baseball Club, Inc.		12/31/2020	Corporation: WISCONSIN
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Third Base Ventures, LLC		
<b>Street Address:</b>	c/o Rob Zerjav		
<b>Internal Address:</b>	2400 North Casaloma Drive		
<b>City:</b>	Appleton		
<b>State/Country:</b>	WISCONSIN		
<b>Postal Code:</b>	54913		
<b>Entity Type:</b>	Limited Liability Company: WISCONSIN		
<b>PROPERTY NUMBERS Total: 13</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	5955282		
<b>Registration Number:</b>	5955275	UDDER TUGGERS	
<b>Registration Number:</b>	5890018	R	
<b>Registration Number:</b>	5332593	APPLETON FOXES	
<b>Registration Number:</b>	5258781	FOXES	
<b>Registration Number:</b>	5011210	FANG T. RATTLER	
<b>Registration Number:</b>	4288875	WISCONSIN TIMBER RATTLERS	
<b>Registration Number:</b>	4288873	WISCONSIN TIMBER RATTLERS	
<b>Registration Number:</b>	3976010	TR	
<b>Registration Number:</b>	3108630	W	
<b>Registration Number:</b>	2087859	W	
<b>Registration Number:</b>	1967956	TIMBER RATTLERS	
<b>Registration Number:</b>	1918476	TIMBER RATTLERS	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	6082529243		
<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>	608-255-8891		

OP \$340.00 5955282

**Email:** mal@dewittllp.com  
**Correspondent Name:** Marcia Layton  
**Address Line 1:** Intellectual Property Dept./DeWitt LLP  
**Address Line 2:** 2 E. Mifflin Street, Suite 600  
**Address Line 4:** Madison, WISCONSIN 53703-2865

**NAME OF SUBMITTER:** Marcia Layton

**SIGNATURE:** /marcialayton/

**DATE SIGNED:** 01/14/2021

**Total Attachments: 4**

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## TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT ("Trademark Assignment"), dated as of December 31, 2020, is made by Appleton Baseball Club, Inc., a Wisconsin non-stock corporation ("Seller"), in favor of Third Base Ventures, LLC, a Wisconsin limited liability company ("Buyer"), the purchaser of the assets of Seller pursuant to an Asset Purchase Agreement between Buyer and Seller, dated as of December 31, 2020 (the "Asset Purchase Agreement").

WHEREAS, under the terms of the Asset Purchase Agreement, Seller has conveyed, transferred and assigned to Buyer, among other assets, the intellectual property of Seller, and has agreed to execute and deliver this Trademark Assignment, for recording with governmental authorities including, but not limited to, the US Patent and Trademark Office;

NOW THEREFORE, the parties agree as follows:

1. Assignment. In consideration for the execution of the Asset Purchase Agreement, the payment of the consideration stipulated in the Asset Purchase Agreement and other good and valuable consideration, the receipt and sufficiency 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 (the "Assigned Trademarks"), together with the goodwill of the business connected with the use of, and symbolized by, the Assigned Trademarks:
  - a. the trademark registrations and trademark applications set forth on Schedule 1 hereto and all issuances, extensions and renewals thereof;
  - 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 and/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. Restrictions on Use. Absent express authorization by Buyer, Seller agrees to refrain from the use of the Assigned Trademarks in any way and for any purpose or to use in commerce

any other mark in connection with the sale, offering for sale, distribution, or advertising of any goods or services when such use is likely to cause confusion, or to cause mistake, or to deceive any party as to the source of any goods and services offered by Seller or as to the sponsorship of Seller, its business, products, or services. The waiver by Buyer of a breach by Seller of this section shall not operate or be construed as a waiver of any subsequent breach by Seller.

3. Recordation and Further Actions. Seller authorizes the Commissioner for Trademarks and any other governmental officials to record and register this Trademark Assignment upon request by Buyer. Seller shall take such steps and actions following the date hereof, including the execution of any documents, files, registrations, or other similar items, to ensure that the Assigned Trademarks are properly assigned to Buyer, or any assignee or successor thereof.
4. Terms of the Asset Purchase Agreement. The terms of the Asset Purchase Agreement, including, but not limited to, the representations, warranties, covenants and agreements relating to the Assigned Trademarks are incorporated herein by this reference. The parties hereto acknowledge and agree that the representations, warranties, covenants and agreements 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.
5. Successors and Assigns. This Trademark Assignment shall be binding upon and shall inure to the benefit of the heirs, legal representatives, successors, and assigns of the parties hereto.
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.

[signatures on following page]

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

SELLER:


APPLETON BASEBALL CLUB, INC.

By:   
\_\_\_\_\_  
Rob Zedler, President

Agreed and Accepted:

BUYER:

THIRD BASE VENTURES, LLC

By:   
\_\_\_\_\_  
Craig Dickman, Chairman & Member

SCHEDULE I

Serial Number	Reg. Number	Word Mark	Check Status	Live/Dead
88489517	5955282	Udder Tugger Cow	TSDR	Live
88489448	5955275	Udder Tuggers	TSDR	Live
88375379	5890018	R	TSDR	Live
87021022	5332593	Appleton Foxes	TSDR	Live
87021142	5258781	Foxes	TSDR	Live
86722279	5011210	Fang T. Rattler	TSDR	Live
85661509	4288875	Wisconsin Timber Rattlers	TSDR	Live
85661438	4288873	Wisconsin Timber Rattlers	TSDR	Live
85103125	3976010	TR	TSDR	Live
78382602	3108630	W	TSDR	Live
75184197	2087859	W	TSDR	Live
74595436	1967956	Timber Rattlers	TSDR	Live
74578464	1918476	Timber Rattlers	TSDR	Live