

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM617908

<b>SUBMISSION TYPE:</b>	RESUBMISSION		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>RESUBMIT DOCUMENT ID:</b>	900584286		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Visulize LLC		12/04/2020	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Alliance Sports Group, L.P.		
<b>Street Address:</b>	301 Commerce Street, Suite 1600		
<b>Internal Address:</b>	Attention: Michael Bornitz		
<b>City:</b>	Fort Worth		
<b>State/Country:</b>	TEXAS		
<b>Postal Code:</b>	76102		
<b>Entity Type:</b>	Limited Partnership: DELAWARE		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	90197986	THAW	
<b>Serial Number:</b>	90198013	PERSONAL WARMTH REINVENTED	
<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>Phone:</b>	3127018637		
<b>Email:</b>	IPDocket@mayerbrown.com		
<b>Correspondent Name:</b>	William R. Siegel, Mayer Brown LLP		
<b>Address Line 1:</b>	71 S. Wacker Drive		
<b>Address Line 4:</b>	Chicago, ILLINOIS 60606		
<b>ATTORNEY DOCKET NUMBER:</b>	17543407		
<b>NAME OF SUBMITTER:</b>	William R. Siegel		
<b>SIGNATURE:</b>	/william r siegel/		
<b>DATE SIGNED:</b>	12/31/2020		
<b>Total Attachments: 6</b>			
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source=Notice of non-recordation#page1.tif

## INTELLECTUAL PROPERTY ASSIGNMENT

This INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT (this “Assignment” or “Agreement”) is entered into effective as of December 4, 2020 (the “Effective Date”), by and among Visulize LLC, a Delaware limited liability company (“Assignor”) on the one hand, and Alliance Sports Group, L.P., a Delaware limited partnership (“Assignee”) on the other. Assignor and Assignee are sometimes referred to herein individually as a “Party” and collectively as the “Parties”.

**WHEREAS**, Assignee and the Assignor are parties to that certain Asset Purchase Agreement dated as of December 4, 2020 (the “Purchase Agreement”), pursuant to which (i) Assignor has agreed to sell to Assignee the Purchased Assets (as defined in the Purchase Agreement), including all right, title and interest of the Assignor in the Intellectual Property (as defined in the Purchase Agreement) listed in Exhibit A (the “Assigned Intellectual Property”);

**WHEREAS**, Assignor and Assignee are executing and delivering this Assignment in connection with and as a condition to the consummation of the transactions contemplated by the Purchase Agreement and to effectuate such assignment pursuant to the terms and conditions set forth herein.

**NOW, THEREFORE**, in consideration of the foregoing and the respective representations, warranties, covenants, agreements and conditions set forth herein and in the Purchase Agreement, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Defined Terms. Capitalized terms used herein, but not otherwise defined herein shall have the meanings ascribed thereto in the Purchase Agreement.
2. Assignment. Assignor hereby sells, conveys, assigns, transfers and delivers to Assignee, its successors and assigns, its entire right, title and interest in and to the Assigned Intellectual Property, including the goodwill associated therewith.
3. Cooperation. Assignor agrees to execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, such further instruments and documents and to perform such further acts as may be reasonably requested by Assignee to effectuate more fully the transactions contemplated by this Assignment.
4. Subject to Purchase Agreement. Nothing herein contained shall itself change, amend, extend or alter (nor shall it be deemed or construed as changing, amending, extending or altering) the terms or conditions of the Purchase Agreement in any manner whatsoever. This Assignment does not create or establish liabilities or obligations not otherwise created or existing under or pursuant to the Purchase Agreement. In the event of any conflict or other difference between the Purchase Agreement and this Assignment, the provisions of the Purchase Agreement shall prevail and govern. Nothing in this Assignment shall alter any representations, warranties, covenants and indemnifications contained in the Purchase Agreement.

5. Governing Laws. This Assignment shall be governed by, and construed in accordance with, the internal laws of the State of Delaware without giving effect to any choice or conflict of law provision or rule (whether of the State of Delaware or any other jurisdiction). Any legal suit, action or proceeding arising out of or based upon this Agreement or the transactions contemplated hereby may be instituted in the federal courts of the United States or the courts of the State of Delaware in each case located in the city of Delaware and County of Wilmington, and each party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action or proceeding. Service of process, summons, notice or other document by mail to such party's address set forth herein shall be effective service of process for any suit, action or other proceeding brought in any such court. The parties irrevocably and unconditionally waive any objection to the laying of venue of any suit, action or any proceeding in such courts and irrevocably waive and agree not to plead or claim in any such court that any such suit, action or proceeding brought in any such court has been brought in an inconvenient forum.

6. Successors and Assigns. This Assignment shall inure to the benefit of and be binding upon the parties hereto and their respective successors and permitted assigns.

7. Amendment and Modification; Waiver. This Agreement may be amended, modified or supplemented only by an agreement in writing signed by each party hereto. No waiver by any party of any of the provisions hereof shall be effective unless explicitly set forth in writing and signed by the party so waiving. Except as otherwise set forth in this Agreement, no failure to exercise, or delay in exercising, any rights, remedy, power or privilege arising from this Agreement shall operate or be construed as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.

8. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

[Signature Page Follows]

**IN WITNESS WHEREOF**, the parties hereto have executed this Intellectual Property Assignment as of the date first written above.

**ASSIGNEE:**

**ALLIANCE SPORTS GROUP, L.P.**

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

Name: Michael D. Bornitz

Title: Authorized Signatory

**ASSIGNOR:**

**VISULIZE LLC**

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

Name:

Title:

IN WITNESS WHEREOF, the parties hereto have executed this Intellectual Property Assignment as of the date first written above.

ASSIGNEE:

ALLIANCE SPORTS GROUP, L.P.

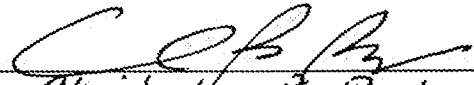
By: \_\_\_\_\_

Name:

Title:

ASSIGNOR:

VISULIZE LLC

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

Name: Christopher B. Bartley

Title: Authorized Manager

## Exhibit A

All Intellectual Property (other than off-the-shelf software licensed to Seller (i.e., Microsoft Office products) owned or used by Seller, including:

1. All trademark applications, including:
  - a. "Thaw" trademark application filed with the U.S. Patent and Trademark Office (USPTO), Ser. 90/197,986;
  - b. "Personal Warmth Reinvented" trademark application filed with the USPTO, Ser. 90/198,013;
  - c. Any/all research performed in order to file both design and utility patents;
2. All URLs or domain names, including:
  - a. thawgear.com;
  - b. thawgear.net;
  - c. thaw-gear.com;
  - d. thaw-gear.net;
  - e. chllgear.com;
  - f. chllgear.net;
3. All tooling, including:
  - a. Hand warmer tooling (all, 1 size);
  - b. Heated insole tooling (all, large size);
  - c. Heated Seat Pad (all, buttons and wiring assembly);
4. All Software, including:
  - a. product onboard IC machine code;
  - b. phone applications (or designs for phone applications)
5. Sales sheet designs;
6. Merchandiser designs;
7. Packaging designs;
8. Product designs (heated hand warmers (2), heated seat cushion, heated poncho & heated insoles);
9. Prototypes;
10. Smartphone control app navigation GUI/UIX;
11. Website design and content (static and dynamic);
12. Thaw mark design and related artwork; and
13. Lifestyle photography assets.