

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM636546

SUBMISSION TYPE:	RESUBMISSION		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
RESUBMIT DOCUMENT ID:	900592932		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Barstool Sports, Inc.		01/19/2021	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Hard Factor LLC		
Street Address:	8000 Evaline Ln		
City:	Austin		
State/Country:	TEXAS		
Postal Code:	78745		
Entity Type:	Limited Liability Company: TEXAS		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	5839751	HARD FACTOR	
Registration Number:	5844209	HARD FACTOR	
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:	5128208329		
Email:	hardfactornews@gmail.com		
Correspondent Name:	Hard Factor LLC		
Address Line 1:	8000 Evaline Ln		
Address Line 4:	Austin, TEXAS 78745		
NAME OF SUBMITTER:	William Smith		
SIGNATURE:	/William Smith/		
DATE SIGNED:	04/02/2021		
Total Attachments: 5			
source=SIGNED Hard Factor TRADEMARK AND SOCIAL MEDIA ACCOUNT ASSIGNMENT AND CONTENT LICENSE AGREEMENT(3932491.1)#page1.tif			
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TRADEMARK AND SOCIAL MEDIA ACCOUNT ASSIGNMENT AND CONTENT LICENSE AGREEMENT

This Agreement (the “Agreement”) is between Barstool Sports, Inc. (“Barstool”) and Hard Factor LLC (“Hard Factor”) and shall be effective as of January 1, 2021 (the “Effective Date”).

WHEREAS, Barstool is the owner of rights in the trademark HARD FACTOR (the “Trademark”), including United States Patent and Trademark Office (“USPTO”) Registration Nos. 5839751 and 5844209 for HARD FACTOR covering “Entertainment services, namely, an ongoing multimedia program featuring information, news and commentary in the fields of sports, entertainment, politics and popular culture, distributed online and via radio and satellite networks” in International Class 41 and “Downloadable podcasts in the field of sports, entertainment, politics and popular culture” in International Class 9, respectively (the “Registrations”);

WHEREAS, Barstool is the owner of the social media handles and/or accounts @HardFactorNews on Instagram, Twitter, Facebook and YouTube (the “Socials”).

WHEREAS, Will Smith, Mark Borghi, Patrick Cassidy and Wesley Shepard, the individuals who make up Hard Factor, created and/or contributed to the creation of various items of content offered under and/or in connection with the Trademark (the “Content”) pursuant to their individual agreements with Barstool, which Content is owned by Barstool;

WHEREAS, pursuant to the Separation Agreements entered into by Barstool and each of Will Smith, Mark Borghi, Patrick Cassidy and Wesley Shepard dated as of January 1, 2021, Barstool has agreed to transfer, sell, and assign all right, title and interest in and to the Trademark and the Socials to Hard Factor and to license certain rights in and to the Content to Hard Factor as set forth herein.

NOW, THEREFORE, in consideration of the co-hosts execution of the Separation Agreements and Compliance with their terms, and for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Assignment of the Trademark.

Barstool hereby irrevocably and unconditionally sells, conveys, assigns and transfers to Hard Factor, its successors and assigns, all right, title, ownership and interest in and to the Trademark including without limitation (i) the Registrations, (ii) all goodwill associated with the Trademark, and (iii) all causes of action for past, present and future infringement or unfair competition with respect to the Trademark that Barstool may have against third parties. Concurrently with the execution of this Agreement, Barstool and Hard Factor shall execute the Trademark Assignment attached hereto as Schedule 1 solely for purposes of recordation of Hard Factor’s ownership of the Registrations with the USPTO.

2. Assignment of the Socials.

Barstool hereby irrevocably and unconditionally sells, conveys and transfers the Socials to Hard Factor. Hard Factor acknowledges that prior to the execution hereof, Barstool has provided Hard Factor with all information and rights required to effectuate Hard Factor's administrative access to and control over the Socials. Notwithstanding the foregoing, should Hard Factor require any additional information in order to effectuate its administrative access to and/or control over the Socials, Barstool will promptly provide such information to Hard Factor upon Hard Factor's written request for the same.

3. Content License.

Barstool hereby grants to Hard Factor a perpetual, royalty-free, non-assignable, worldwide non-exclusive license to publish, display, distribute, transmit and/or disseminate the Content solely through Hard Factor's owned and operated website(s) and the Socials assigned herein. Nothing herein shall be deemed to grant Hard Factor any right to sell, assign, transfer, or license the Content to any third party or otherwise monetize the Content and such conduct is expressly prohibited hereunder. For the sake of clarity, Barstool retains all right, title and interest in and to the Content, including all copyrights therein and the right to license and/or otherwise exploit the Content in its discretion.

4. Miscellaneous.

a. Entire Agreement. This Agreement and the Separation Agreements entered into by each of Will Smith, Mark Borghi, Patrick Cassidy and Wesley Shepard contain the entire agreement and understanding of the parties hereto, and supersedes any prior agreements or understandings between or among the parties hereto, with respect to the subject matter hereof. The terms of this Agreement may not be altered or amended except by a further written agreement signed by both parties. Without limiting anything herein, the breach by Hard Factor of this Agreement will be deemed a breach of the Separation Agreements and the breach of the Separation Agreements by any of Will Smith, Mark Borghi, Patrick Cassidy and Wesley Shepard shall be deemed a breach of this Agreement.

b. Governing Law and Jurisdiction. This Agreement shall be governed and interpreted under New York law, without regard to its conflicts of law principles. The parties mutually agree that any controversy or claim arising out of or in any way relating to this Agreement will be settled by final and binding arbitration in accordance with JAMS Arbitration Rules and Procedures in effect at the time the claim is made, and that a judgment upon any award rendered by the arbitrator may be rendered in any court having jurisdiction. In reaching a decision, the arbitrator will have no authority to change, extend, modify, or suspend any of the terms of this Agreement but will have the authority to order injunctive relief. The arbitrator shall apply, as applicable, federal or New York substantive law and law of remedies. The parties understand and agree that this arbitration provision shall not apply to claims brought in a court of competent jurisdiction by either party hereto to compel arbitration under this provision, to enforce an arbitration award or to obtain preliminary injunctive and/or other equitable relief in support of claims to be prosecuted in an arbitration.

TRADEMARK

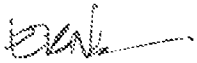
c. Confidentiality. The terms but not the existence of this Agreement shall be confidential, except for Schedule 1.

d. Severability. The provisions of this Agreement are severable, and if any part of it is found to be unenforceable, the other paragraphs shall remain fully valid and enforceable.

e. Counterparts. This Agreement may be executed in one or more counterparts, and by the different parties hereto in separate counterparts, each of which when executed will be deemed to be an original but all of which taken together will constitute one and the same agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the Effective Date.

BARSTOOL SPORTS, INC.

By: 

Print: ERIKA NARDINI

Date: 01/19/2021

Title: CEO

HARD FACTOR LLC

By: 

Print: William Smith

Date: 1/15/2021

Title: Managing Member

TRADEMARK

SCHEDULE 1

TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (“Assignment”) is entered into effective as of January 1, 2021 (“Effective Date”) by and between Barstool Sports, Inc. (“Assignor”) and Hard Factor LLC (“Assignee”).

WHEREAS, Assignor desires to grant, sell, transfer, assign, convey and deliver to Assignee and Assignee desires to obtain from Assignor, all of Assignor’s right title, title and interest in and to United States Patent and Trademark Office Registration Nos. 5839751 and 5844209 for HARD FACTOR covering “Entertainment services, namely, an ongoing multimedia program featuring information, news and commentary in the fields of sports, entertainment, politics and popular culture, distributed online and via radio and satellite networks” in International Class 41 and “Downloadable podcasts in the field of sports, entertainment, politics and popular culture” in International Class 9, respectively (the “Trademarks”).


NOW, THEREFORE, in order to effect the ownership of the Trademarks by Assignee, Assignor agrees as follows:

Assignor hereby grants, sells, transfers, assigns, conveys and delivers to Assignee all right, title and interest of every kind and nature in and to the Trademarks.

Assignor hereby authorizes the United States Patent & Trademark Office to record Assignee as assignee and owner of the right, title and interest in and to the Trademarks.

This Assignment may not be supplemented, altered or modified in any manner except by a writing signed by all parties hereto. This Assignment shall bind and inure to the benefit of the respective parties and their assigns, transferees and successors. This Assignment and the performance hereunder shall be governed by and construed in accordance with the laws of the State of New York. This Assignment may be executed in one or more counterparts, and by the different parties hereto in separate counterparts, each of which when executed will be deemed to be an original but all of which taken together will constitute one and the same agreement.

BARSTOOL SPORTS, INC.

By: 

Print: ERIKA NARDINI

Date: 01/19/2021

Title: CEO

HARD FACTOR LLC

By: 

Print: William Smith

Date: 1/15/2021

Title: Managing Member

TITLE	Barstool Sports - Trademark and Content IP Documentation
FILE NAME	Hard Factor TRADE...MENT(3932491)..pdf
DOCUMENT ID	2a06a063a32a0d15e2518387360d8083fb788933
AUDIT TRAIL DATE FORMAT	MM / DD / YYYY
STATUS	✳ Completed

Document History



01 / 14 / 2021
01:10:46 UTC

Sent for signature to Will Smith (hardfactorwill@gmail.com)
from morales@barstoolsports.com
IP: 72.90.255.68



01 / 15 / 2021
16:47:32 UTC

Viewed by Will Smith (hardfactorwill@gmail.com)
IP: 71.94.85.146



01 / 15 / 2021
16:54:22 UTC

Signed by Will Smith (hardfactorwill@gmail.com)
IP: 71.94.85.146



COMPLETED

01 / 15 / 2021
16:54:22 UTC

The document has been completed.