900610021 04/16/2021

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM639843

UBMISSION TYPE: RESUBMISSION		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL	
RESUBMIT DOCUMENT ID:	900603012	

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Dawson Holdings, L.L.C.		12/31/2020	Limited Liability Company: LOUISIANA
GeoSport Lighting Systems, L.L.C.		12/31/2020	Limited Liability Company: LOUISIANA

RECEIVING PARTY DATA

Name:	GeoSport Lightning Systems, LLC	
Street Address:	53 State Street	
Internal Address:	Suite 2303	
City:	Boston	
State/Country:	MASSACHUSETTS	
Postal Code:	02109	
Entity Type:	Limited Liability Company: DELAWARE	

PROPERTY NUMBERS Total: 4

Property Type	Number	Word Mark	
Registration Number:	5366165	GEO SPORT	
Registration Number:	5408156	GEOSPORT	
Serial Number:	88743050	GEO SPORT LIGHTING	
Serial Number:	88743051	GEOSPORT LIGHTING	

CORRESPONDENCE DATA

Fax Number:

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.

Phone: 2124597118

Email: JACKIESERRANO@GOODWINLAW.COM

Correspondent Name: Jackie Serrano

Address Line 1: 620 EIGHTH AVENUE GOODWIN PROCTER

Address Line 4: NEW YORK, NEW YORK 10018

NAME OF SUBMITTER: Jackie Serrano

TRADEMARK REEL: 007255 FRAME: 0980

900610021

SIGNATURE:	/s/ Jackie Serrano		
DATE SIGNED:	04/16/2021		
Total Attachments: 6			
source=GeoSport - IP Assignment Agreement (Executed) (003) (003)#page1.tif			
source=GeoSport - IP Assignment Agreement (Executed) (003) (003)#page2.tif			
source=GeoSport - IP Assignment Agreement (Executed) (003) (003)#page3.tif			
source=GeoSport - IP Assignment Agreement (Executed) (003) (003)#page4.tif			
source=GeoSport - IP Assignment Agreement (Executed) (003) (003)#page5.tif			
source=GeoSport - IP Assignment Agreement (Executed) (003) (003)#page6.tif			

TRADEMARK REEL: 007255 FRAME: 0981

INTELLECTUAL PROPERTY ASSIGNMENT

This Intellectual Property Assignment ("Assignment"), dated as of December 31, 2020, is made by Dawson Holdings, L.L.C., a Louisiana liability company ("Holdings"), and GeoSport Lighting Systems, L.L.C., a Louisiana limited liability company ("GeoSport" and, together with Holdings, "Assignors") and GeoSport Lighting Systems, LLC, a Delaware limited liability company ("Assignee"). Capitalized terms used but not defined herein shall have the respective meanings ascribed to them in the Purchase Agreement (as defined below).

WHEREAS, GeoSport and Assignee are parties to that certain Asset Purchase Agreement, dated as of the date hereof, by and among GeoSport, Assignee and Charles Dawson (the "Purchase Agreement"), pursuant to which GeoSport is selling, conveying, assigning, transferring and delivering to Assignee the Purchased Assets (as defined in the Purchase Agreement);

WHEREAS, Holdings owns certain trademarks which are to be included in the Purchased Assets (as defined in the Purchase Agreement);

NOW, THEREFORE, in consideration of the premises set forth above and in the Purchase Agreement and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged:

- 1. Assignors do hereby sell, convey, assign, transfer and deliver unto Assignee and its successors, assigns and legal representatives, the Business Intellectual Property, (as defined in the Purchase Agreement) together with the goodwill of the business symbolized thereby, which includes the trademarks and trademark applications set forth on Schedule A and the domain names set forth on Schedule B hereto.
- 2. Assignors do hereby authorize the Director of the United States Patent and Trademark Office and the empowered officials of all other governments and authorities to record the Business Intellectual Property and title thereto as the property of Assignee, its successors, assigns, or legal representatives in accordance with the terms of this instrument, and to issue or register to Assignee such patents, trademarks, copyrights and other registrations as shall be granted thereon to Assignee, its successors, assigns, or legal representatives. Assignors further hereby authorize the current registrar of each domain name in the Business Intellectual Property to transfer the ownership and control of such domain name to Assignee.
- 3. Assignors agree for themselves and their successors, assigns, agents, and legal representatives to provide cooperation and assistance to Assignee and its successors, assigns and legal representatives and perform upon request any and all lawful acts (including timely executing, or causing those under its direct or indirect control to execute, any and all documents) that may be reasonably necessary to effectuate the assignment, transfer, prosecution, registration, maintenance, renewal or enforcement of the Business Intellectual Property.

TRADEMARK REEL: 007255 FRAME: 0982 4. Assignee and Assignors also agree that multiple copies of this Assignment may be executed, each of which shall be deemed an original, and each of which shall be valid and binding upon Assignee and Assignor.

[Remainder of page intentionally left blank]

2

IN WITNESS WHEREOF, Assignors and Assignee have caused this Assignment to be executed as a sealed instrument by their duly authorized representatives as of the date first written above.

ASSIGNORS:

DAWSON HOLDINGS, L.L.C.

By:

Name: Charles C. Dawson

Title: Member

GEOSPORT LIGHTING SYSTEMS, L.L.C., a Louisiana limited liability company

By:

Name: Charles C. Dawson

Title: CEO

IN WITNESS WHEREOF, Assignors and Assignee have caused this Assignment to be executed as a sealed instrument by their duly authorized representatives as of the date first written above.

ASSIGNEE:

GEOSPORT LIGHTING SYSTEMS, LLC, a Delaware limited liability company

By:_

Name: G. Lawrence Bero

Title: Treasurer

Schedule A – Trademarks

Trademark	Country	App. No. / Filing Date	Reg. No. / Reg. Date	Status
GEO SPORT LIGHTING	U.S.	88743050 31-DEC-2019		Pending
GEOSPORT LIGHTING	U.S.	88743051 31-DEC-2019		Pending
GEO SPORT	U.S.	87237723 15-NOV-2016	5366165 26-DEC-2017	Registered
GEOSPORT	U.S.	87015766 27-APR-2016	5408156 20-FEB-2018	Registered

Schedule B – Domain Names

geosportlighting.com

Schedule B to Intellectual Property Assignment

05733797.2 ACTIVE/106253206.1

> TRADEMARK REEL: 007255 FRAME: 0987