

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM643846

SUBMISSION TYPE:	RESUBMISSION
NATURE OF CONVEYANCE:	NUNC PRO TUNC ASSIGNMENT
EFFECTIVE DATE:	02/11/2021
RESUBMIT DOCUMENT ID:	900611175

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
GAME DAY DATA, LLC		04/19/2021	Limited Liability Company: DELAWARE

RECEIVING PARTY DATA

Name:	GIVEBETTOR, LLC
Street Address:	200 West Madison
Internal Address:	Suite 2100
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60606
Entity Type:	Limited Liability Company: DELAWARE

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Serial Number:	90065175	GIVE BETTOR

CORRESPONDENCE DATA

Fax Number: 3127549603

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: 3127549608

Email: smith@ls3ip.com

Correspondent Name: John Dan Smith III

Address Line 1: 656 W Randolph St, Floor 5W

Address Line 4: Chicago, ILLINOIS 60661

ATTORNEY DOCKET NUMBER:	BETTOR-2
NAME OF SUBMITTER:	John Dan Smith III
SIGNATURE:	/John Dan Smith III/
DATE SIGNED:	05/03/2021

Total Attachments: 2

source=2021.04.19 Give Bettor TM Assignment (signed)#page1.tif

NUNC PRO TUNC TRADEMARK ASSIGNMENT

This *Nunc Pro Tunc* Trademark Assignment (“Trademark Assignment”), effective as of February 11, 2021 (“Effective Date”), is made by and between GAME DAY DATA, LLC, a Delaware Limited Liability Company with a principal place of business at 200 West Madison, Suite 2100, Chicago, IL, 60606 (“Assignor”), and GIVEBETTOR, LLC, a Delaware Limited Liability Company with a principal place of business at 200 West Madison, Suite 2100, Chicago, IL, 60606 (“Assignee”).

WHEREAS, Assignor is the record owner of the entire right, title and interest in and to the following United States trademark application (“Trademark”):

- U.S. Serial No. 90065175 for GIVE BETTOR.

WHEREAS, Assignor, has agreed to assign and transfer its entire right, title and interest in and to the Trademark, together with all of the goodwill associated therewith and symbolized thereby, including all common law rights associated with the Trademark by virtue of its use in commerce, to Assignee;

NOW, THEREFORE, in view of the premises herein and in consideration of valuable and legally sufficient consideration, the receipt of which is hereby acknowledged by Assignor, Assignor does hereby irrevocably convey, transfer and assign unto Assignee, and Assignee hereby accepts, *nunc pro tunc* as of the Effective Date hereof:

- (a) the entire right, title and interest in and to the Trademark and all issuances, extensions, and renewals thereof, together with the goodwill associated therewith and symbolized thereby; provided that the transfer of the Trademark (a United States intent-to-use trademark application) to Assignee accompanies the transfer of Assignor’s business to Assignee, or that portion of the business to which the Trademark pertains, and that business is ongoing and existing;
- (b) all rights of any kind whatsoever of Assignor accruing under the Trademark provided by applicable law of any jurisdiction, by international treaties and conventions, and otherwise throughout the world; and
- (c) any and all claims and causes of action with respect to the Trademark, whether accruing before, on, 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.

SUCCESSORS AND ASSIGNS: This Trademark Assignment shall be binding upon and shall inure to the benefit of Assignor and Assignee and their respective successors and assigns.

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 Delaware, without giving effect to any choice or conflict of law provision or rule (whether of the State of Delaware or any other jurisdiction).

IN WITNESS WHEREOF, Assignor and Assignee have executed this Trademark Assignment on the 19 day of Apr, 2021.

Assignor: **GAME DAY DATA, LLC**

Signature: [Handwritten Signature]

Name: [Handwritten Name]

Title: Manager

Assignee: **GIVEBETTOR, LLC**

Signature: [Handwritten Signature]

Name: [Handwritten Name]

Title: Manager