

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM645563

SUBMISSION TYPE:	RESUBMISSION		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
RESUBMIT DOCUMENT ID:	900603924		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Under Armour, Inc.		03/19/2021	Corporation: MARYLAND
RECEIVING PARTY DATA			
Name:	DNS Designs LLC		
Street Address:	22 Fletcher Road		
City:	Pittsford		
State/Country:	NEW YORK		
Postal Code:	14534		
Entity Type:	Limited Liability Company: NEW YORK		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	4615079	MAGZIP	
Registration Number:	5050089	MAGZIP	
CORRESPONDENCE DATA			
Fax Number:	7166260366		
<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:	7166261564		
Email:	esimpson@idealawyers.com		
Correspondent Name:	Ellen S. Simpson		
Address Line 1:	5555 Main Street		
Address Line 4:	Williamsville, NEW YORK 14221		
ATTORNEY DOCKET NUMBER:	DNNT101US		
NAME OF SUBMITTER:	Ellen S. Simpson		
SIGNATURE:	/Ellen S. Simpson/		
DATE SIGNED:	05/10/2021		
Total Attachments: 3			
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CORRECTED TRADEMARK ASSIGNMENT

This Corrected Trademark Assignment Agreement, effective as of January 19, 2021, (this “Agreement”) is between Under Armour, Inc., a Maryland corporation located at 1020 Hull Street, Baltimore, Maryland 21230 (“Assignor”) and DNS Designs LLC, a New York limited liability company located at 379 Barrington Street, Rochester, New York 14607 (“Assignee”) (collectively, Assignor and Assignee are “Parties”).

WHEREAS, the Parties executed a Trademark Assignment Agreement on January 19, 2021 (“January 19, 2021 Agreement”), and a US Registration for MAGZIP (Registration No. 4615079) was inadvertently omitted from Schedule A;

WHEREAS, the purpose of this Agreement is to amend Schedule A to add US Registration No. 4615079 and restate the terms of the January 19, 2021 Agreement;

WHEREAS, Assignor is the owner of the trademarks set forth in **Schedule A** hereto (“MAGZIP Marks”), and represents that it has not assigned or transferred any right, title, or interest in or to the MAGZIP Marks to any person or entity prior to this Assignment;

WHEREAS, Assignee wishes to acquire the MAGZIP Marks.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the Parties agree as follows:

1. Assignment. Assignor assigns to Assignee all its right, title, and interest that it may have in and to the MAGZIP Marks set forth in Schedule A, together with the goodwill of the business associated with the MAGZIP Marks, and the right to sue and recover for past infringements, dilution, and other violations.

2. Cooperation. The Parties shall, and shall cause their employees, affiliates, successors and assigns to, execute all documents and take all additional steps reasonably necessary to effect the intent of this Agreement.

3. DISCLAIMER; LIMITATION OF LIABILITY. NOTWITHSTANDING ANYTHING IN THIS AGREEMENT TO THE CONTRARY, THE ASSIGNED MARKS ARE ASSIGNED AND ASSUMED ON AN “AS IS” BASIS WITH NO REPRESENTATIONS OR WARRANTIES, AND ASSIGNOR HEREBY EXCLUDES AND DISCLAIMS ANY EXPRESS OR IMPLIED REPRESENTATIONS OR WARRANTIES OF ANY KIND WITH RESPECT TO THE ASSIGNED MARKS, INCLUDING THOSE REGARDING MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT AND ANY WARRANTIES IMPLIED BY ANY COURSE OF DEALING OR TRADE USAGE. ASSIGNOR SHALL NOT BE LIABLE UNDER ANY LEGAL OR EQUITABLE THEORY FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, PUNITIVE OR EXEMPLARY DAMAGES OF ANY KIND IN CONNECTION WITH THIS AGREEMENT EVEN IF ASSIGNEE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

4. General Provisions. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, and all of which together shall constitute one and

the same instrument. This Agreement (along with its Schedule) constitutes the entire understanding and agreement of the Parties with respect to the subject matter hereof and supersedes all prior and contemporaneous agreements or understandings, inducements or conditions, express or implied, written or oral, between and among the Parties with respect thereto. This Agreement may not be supplemented, altered, or modified in any manner except by a writing signed by the Parties. The failure of a Party to enforce any terms or provisions of this Agreement shall not result in the waiver by such Party of any of its rights under such terms or provisions. If any provision of this Agreement is determined to be invalid or unenforceable, then the remainder of the Agreement shall remain valid and enforceable as if the Agreement did not contain the invalid or unenforceable provision.

5. Governing Law. This Agreement shall be subject to and governed by the laws of the State of Maryland without regard to the conflict of law rules of such state.

UNDER ARMOUR, INC.

DNS DESIGNS LLC

Dana Lynch

Scott L. Peters

Signature

Signature

Senior Counsel, Trademarks

Scott L. Peters

Title

Title

March 19, 2021

March 22, 2021

Date

Date

SCHEDULE A

Country	Mark / Class	Status	Application No.	Registration No.
Australia	MAGZIP (Cl 26)	Registered	1200629A	1620114
Canada	MAGZIP (Cl 26)	Registered	1,666,802	TMA977215
China	MAGZIP (Cl 26 refile)	Registered	18908869	18908869
Colombia	MAGZIP (Cl 26)	Registered	14283585	1200629
European Union	MAGZIP (Cl 26)	Registered	1200629A	1200629A
India	MAGZIP (Cl 26)	Published	1200629A	2877641
International Bureau (WIPO)	MAGZIP (Madrid) (Cl 26)	Registered	A0041589	1200629
Japan	MAGZIP (Cl 26)	Registered		1200629A
Mexico	MAGZIP (Cl 26)	Registered	1483606	1504204
Republic of Korea	MAGZIP (Cl 26)	Registered		852015000055988
Russian Federation	MAGZIP (Cl 26)	Registered	1200629A	1200629A
Singapore	MAGZIP (Cl 26)	Registered		40201402977Q
Switzerland	MAGZIP (Cl 26)	Registered		1200629A
Turkey	MAGZIP (Cl 26)	Registered		201500510
United States of America	MAGZIP (Cl 26)	Registered	86079373	4615079
United States of America	MAGZIP (Cl25)	Registered	86/093,975	5050089
Vietnam	MAGZIP (Cl 26)	Registered	1200629A	1200629A