

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM686153

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Kids In Sports LLC		11/05/2021	Limited Liability Company: NEW YORK
RECEIVING PARTY DATA			
Name:	TOCA Football, Inc.		
Street Address:	2777 Bristol Street		
Internal Address:	Suite D		
City:	Costa Mesa		
State/Country:	CALIFORNIA		
Postal Code:	92626		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	5899919	COME AND PLAY	
Registration Number:	4946658	KIDS IN SPORTS	
Registration Number:	3899665	KIDS IN SPORTS	
Registration Number:	3416837	K.I.S. KIDS IN SPORTS	
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:	714-641-5100		
Email:	trademarks@rutan.com		
Correspondent Name:	Lindsay J. Hulley c/o Rutan & Tucker LLP		
Address Line 1:	18575 Jamboree Road		
Address Line 2:	9th Floor		
Address Line 4:	Irvine, CALIFORNIA 92612		
ATTORNEY DOCKET NUMBER:	031555.0000		
NAME OF SUBMITTER:	Lindsay J. Hulley		
SIGNATURE:	/Lindsay J. Hulley/		
DATE SIGNED:	11/05/2021		

CH \$115.00 5899919

Total Attachments: 3

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TRADEMARK ASSIGNMENT

This Trademark Assignment (this "Assignment") is made and entered into as of November 5, 2021 (the "Effective Date") by and between Kids In Sports LLC, a New York limited liability company, with a principal place of business at 1420 Second Avenue, New York, New York 10021 ("Assignor"), and TOCA Football, Inc., a Delaware corporation, with a principal place of business at 2777 Bristol Street, Suite D, Costa Mesa, California 92626 ("Assignee").

WHEREAS, Assignor is the sole and exclusive owner of the United States trademarks and the corresponding trademark registrations on the attached Schedule A, and the goodwill appertaining thereto and incorporated herewith, and all other rights appurtenant, including without limitation common law rights, title and interest (collectively the "Assigned Trademarks");

WHEREAS, it is Assignor's intention to assign and transfer to Assignee all of Assignor's right, title, and interest in and to the Assigned Trademarks to Assignee;

WHEREAS, it is Assignee's desire to purchase or acquire all of Assignor's right, title and interest in and to the Assigned Trademarks, together with the goodwill of the business connected with the use of and symbolized by the Assigned Trademarks; and

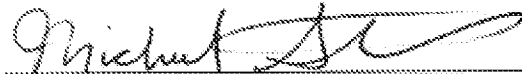
NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby sells, assigns, transfers, and sets over to Assignee its entire right, title, and interest in and to the Assigned Trademarks, together with the goodwill of the business symbolized in the Assigned Trademarks, and all other corresponding rights that are or may be secured under the laws of the United States and any foreign country, now or hereafter in effect, for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors, assigns, or other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment had not been made, together with all income, royalties, damages, or payments due or payable as of the Effective Date or thereafter, including, without limitation, all claims for damages by reason of past, present, or future infringement or other unauthorized use of the Assigned Trademarks, with the right to sue for and

collect the same for its own use and enjoyment, and for the use and enjoyment of its successors, assigns, or other legal representatives.

Assignor agrees to execute any further papers as may be necessary and proper to vest full title in and to the Assigned Trademarks and other corresponding rights in the Assignee. Assignor hereby consents to the recordation of this Assignment with the United States Patent and Trademark Office. Assignor will assist Assignee as reasonably necessary to secure, perfect, maintain or evidence the rights hereby transferred. The individuals signing this document on behalf of corporate entities represent and declare that they are authorized to execute this document on behalf of such corporate entities.

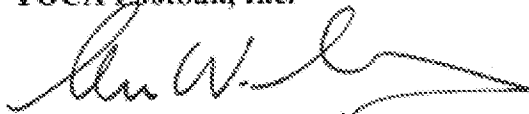
IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be executed by their duly authorized representatives as of the Effective Date.

Assignor:
Kids In Sports LLC



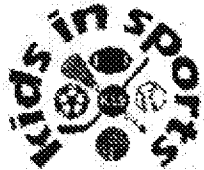
Name: Michael Strutt
Title: partner

Assignee:
TOCA Football, Inc.



Name: Alan W. Adams
Title: CEO

Schedule A

Trademark	Registration No.	International Class(es)
COME AND PLAY	5899919	41
KIDS IN SPORTS	4946658	25, 28, 35
KIDS IN SPORTS	3899665	41
K.I.S. KIDS IN SPORTS 	3416837	41