

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM696857

SUBMISSION TYPE:	RESUBMISSION
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL
RESUBMIT DOCUMENT ID:	900657794

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
American Sporting Goods Corp		11/12/2021	Corporation: DELAWARE

RECEIVING PARTY DATA

Name:	Sequential Avia Holdings LLC
Street Address:	440 Ninth Ave
Internal Address:	6th Floor
City:	New York
State/Country:	NEW YORK
Postal Code:	10018
Entity Type:	Limited Liability Company: DELAWARE

PROPERTY NUMBERS Total: 21

Property Type	Number	Word Mark
Serial Number:	71062215	CANTILEVER
Serial Number:	73305883	AVIA
Serial Number:	73504084	AVIA
Serial Number:	73506061	AVIA
Serial Number:	73764553	ARC
Serial Number:	74334020	FOM
Serial Number:	75252092	DCS
Serial Number:	75376689	AVIA
Serial Number:	76258813	ECTO-CANTILEVER SYSTEM
Serial Number:	76418218	DURA-RYD
Serial Number:	76418219	DURA-STRYK
Serial Number:	76631435	AVI-LITE
Serial Number:	77297412	AVIA
Serial Number:	77331737	AVIA
Serial Number:	77534916	AMERICAN SPORTING GOODS CORP.
Serial Number:	77932976	
Serial Number:	77949203	AVIA

TRADEMARK

Property Type	Number	Word Mark
Serial Number:	77951078	ARCHROCKER
Serial Number:	85825481	AVIA
Serial Number:	86216103	THERMOHEAT
Serial Number:	87420234	AVIA

CORRESPONDENCE DATA

Fax Number: 5132416234
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: 5132412324
Email: tremaklus@whe-law.com
Correspondent Name: Theodore R. Remaklus
Address Line 1: 441 Vine Street
Address Line 2: 2700 Carew Tower
Address Line 4: Cincinnati, OHIO 45202

ATTORNEY DOCKET NUMBER:	AVIA-1-122
NAME OF SUBMITTER:	Theodore R. Remaklus
SIGNATURE:	/theodore r remaklus/
DATE SIGNED:	12/22/2021

Total Attachments: 13
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TRADEMARK ASSIGNMENT AGREEMENT

This Trademark Assignment Agreement (“Trademark Assignment Agreement”) is made and entered into as of November 12, 2021, by and between Sequential Avia Holdings LLC, a Delaware limited liability company (“Assignee”), an Affiliate of Gainline Galaxy Holdings LLC, a Delaware limited liability company (“Buyer”), and American Sporting Goods Corp., a Delaware corporation (“Assignor”). Assignee and Assignor are collectively referred to as the “Parties” and individually as a “Party”.

WHEREAS, pursuant to that certain Intellectual Property Assignment and Assumption Agreement, dated as of November 12, 2021, by and between Assignee and Assignor (the “IP Agreement”), Assignor agreed to assign, sell, convey, and transfer, and desire to assign, sell, convey, and transfer all of Assignor’s right, title, and interest in and to the Trademarks (as defined below) to Assignee, and Assignee desires to receive all right, title, and interest in and to the Trademarks.

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

1. Definitions. Capitalized terms used in this Trademark Assignment Agreement that are not defined in the body of this Trademark Assignment Agreement have the meanings given to them in the IP Agreement.

2. Assignment. Assignor does hereby irrevocably sell, assign, transfer, convey, and deliver to Assignee, its successors and assigns, and Assignee purchases and accepts from Assignor, all of Assignor’s right, title, and interest in and to (a) the trademarks and trademark applications trademarks, service marks, trade dress, trade names, and other indicia of origin, applications and registrations for the foregoing set forth on Schedule A, and all goodwill associated therewith and symbolized thereby attached thereto (collectively, the “Trademarks”), (b) the right to apply for and obtain registrations and renewals for the Trademarks, (c) any and all royalties, fees, income, payments, and other proceeds now or hereafter due or payable with respect to any and all of the foregoing, and (d) any and all claims and causes of action with respect to any of the foregoing, 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. Assignor further authorizes Assignee to file for and request that the United States Patent and Trademark Office, any successor offices thereto or any other corresponding bodies in each of the other countries, territories and jurisdictions of the world issue any and all trademarks, service marks, trade dress, trade names, and other indicia of origin resulting from the Trademarks to Assignee.

3. Governing Law. This Trademark Assignment Agreement shall be construed in accordance with the domestic Laws of the State of New York, without giving effect to any choice of law or conflict of law provision or rule (whether of the State of New York or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of New York.

4. No Conflict. Nothing in this Trademark Assignment Agreement shall alter any liability or obligation of the parties hereto arising under the Purchase Agreement. In the event of a conflict between the terms and conditions of this Trademark Assignment Agreement and the terms and conditions of the Purchase Agreement, the terms and conditions of the Purchase Agreement shall govern. Assignee acknowledges that Assignor makes no representation or warranty with respect to the Trademarks, except as specifically set forth in the Purchase Agreement.

5. No Modifications. This Trademark Assignment Agreement may not be supplemented, altered or modified in any manner except by a writing signed by both Parties.

6. Successors and Assigns. This Trademark Assignment Agreement shall bind and shall inure to the benefit of the respective parties and their assigns, transferees, and successors.

7. Counterparts. This Trademark Assignment Agreement may be executed in one or more counterparts, each of which shall be deemed an original but both of which together will constitute one and the same instrument.

[Remainder of this page intentionally left blank.]

IN WITNESS WHEREOF, the undersigned have executed this Trademark Assignment Agreement as of the date first written above.

Assignor:

AMERICAN SPORTING GOODS CORP

By: _____

Name: Lorraine Desanto

Title: Chief Financial Officer & Treasurer

[Signature Page to Trademark Assignment Agreement]

**TRADEMARK
REEL: 007511 FRAME: 0227**

IN WITNESS WHEREOF, the undersigned have executed this Trademark Assignment Agreement as of the date first written above.

Assignee:

SEQUENTIAL AVIA HOLDINGS LLC

By:  _____

Name: Allan Weinstein

Title: President

[Signature Page to Trademark Assignment Agreement]