4157596

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2

ETAS ID: TM701933

SUBMISSION TYPE: NEW ASSIGNMENT

NATURE OF CONVEYANCE: ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Roto Sports, Inc.		01/12/2022	Corporation: DELAWARE

RECEIVING PARTY DATA

Name:	GDC Media Limited
Street Address:	Fitzwilliam Court
Internal Address:	Leeson Close
City:	Dublin 2
State/Country:	IRELAND
Postal Code:	D01 YW24
Entity Type:	Company: IRELAND

PROPERTY NUMBERS Total: 3

Property Type	Number	Word Mark
Registration Number:	4157596	ROTOWIRE
Registration Number:	4157597	ROTOWIRE.COM
Registration Number:	3025731	MOCK DRAFT CENTRAL

CORRESPONDENCE DATA

Fax Number: 8443978265

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: 9198294296

Email: tmgroup@hutchlaw.com

Trevor P. Schmidt **Correspondent Name:**

Address Line 1: 701 Corporate Center Drive

Suite 250 Address Line 2:

Address Line 4: Raleigh, NORTH CAROLINA 27607

ATTORNEY DOCKET NUMBER:	TGG.21000
NAME OF SUBMITTER:	Trevor P. Schmidt
SIGNATURE:	/Trevor P. Schmidt/
DATE SIGNED:	01/13/2022
	-

Total Attachments: 2

TRADEMARK REEL: 007559 FRAME: 0557 source=Trademark Assignment Agreement - ROTO SPORTS, INC. to GDC MEDIA LIMITED dated 2022-01-12#page1.tif

source=Trademark Assignment Agreement - ROTO SPORTS, INC. to GDC MEDIA LIMITED dated 2022-01-12#page2.tif

TRADEMARK REEL: 007559 FRAME: 0558

TRADEMARK ASSIGNMENT AGREEMENT

This Trademark Assignment Agreement ("Assignment"), dated January 12, 2022, is entered into by and between ROTO SPORTS, INC. a Delaware corporation ("Assignor"), and GDC MEDIA LIMITED, a company registered in Ireland with company number 562225 and having its principal place of business at Fitzwilliam Court, Leeson Close, Dublin 2, D01 YW24 ("Assignee"), each individually referred to as a "Party" and collectively referred to as the "Parties."

WHEREAS, Roto Sports, Inc. a California corporation (the "*Roto CA*"), owned all right, title, and interest in and to certain assets, including without limitation, the trademarks identified on <u>Exhibit A</u> hereto (the "*Marks*");

WHEREAS, Assignor is the surviving corporation of a merger between Assignor and Roto Ca, which became effective on January 4, 2022 (the "Merger Effective Time"), whereby Roto CA merged with and into Assignor, in its pre-merger form and name, GDC DE I, Inc., (the "Merger"), pursuant to an Agreement and Plan of Merger dated January 1, 2022 between Assignor and Roto CA (the "Merger Agreement");

WHEREAS, at the Merger Effective Time, amongst other matters, the Marks were vested in the Assignor;

WHEREAS, Assignor and Assignee have entered into that certain Deed of Assignment of Intellectual Property Rights on January 10, 2022 pursuant to which, with effect from January 7, 2022, Assignee acquired certain assets of Assignor, including without limitation, the Marks, including the corresponding trademark applications and registrations therefor, and the goodwill of the business associated therewith; and

WHEREAS, Assignor and Assignee are desirous of evidencing the assignment to Assignee of all of Assignor's right, title and interest in, to and under the Marks.

NOW, THEREFORE, in consideration of the foregoing, and the mutual promises, covenants and conditions contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto, intending to be legally bound, hereby agree as follows:

- 1. <u>Assignment.</u> Assignor hereby assigns, transfers, conveys, and sets over unto Assignee its full rights, title and interests in and to the Marks, together with the goodwill of the business symbolized by such Marks, and all rights appurtenant thereto, including without limitation any and all common law rights, applications, registrations, renewals or extensions in any country or locality worldwide and the right to recover damages and profits for past, present, or future infringements or unauthorized uses of the Marks, 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, as fully and entirely as the same would have been held and enjoyed by Assignor if this assignment had not been made.
- 2. <u>Further Assurances</u>. Upon request of Assignee, its successors and assigns, Assignor agrees to reasonably cooperate with Assignee, its successors and assigns, and execute and deliver without further compensation any and all instruments or documents reasonably necessary or desirable to secure to Assignee, its successors and assigns, the full enjoyment of the rights and properties conveyed by this Assignment.

TRADEMARK REEL: 007559 FRAME: 0559 IN WITNESS WHEREOF, the Parties, intending to be legally bound thereby, have executed this Assignment by its duly authorized officer.

Assignor:	Assignee:
ROTO SPORTS, INC.	GDC MEDIA LIMITED
By: William Hanson	By: Seamus Barry
Name: William Hanson	Name: Séamus Barry
Title: President	Title: Director

EXHIBIT A Trademark Applications and Registrations

Trademark / Disclaimer	Application Number	Registration Number	Jurisdiction
ROTOWIRE	SN: 85448244	RN:4157596	United States
ROTOWIRE.COM	SN: 85448245	RN: 4157597	United States
MOCK DRAFT CENTRAL	SN: 76605239	RN: 3025731	United States
Disclaimer:			
MOCK DRAFT			

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RECORDED: 01/13/2022