

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM712304

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Pilgrim Films and Television, LLC		03/04/2022	Limited Liability Company: CALIFORNIA
RECEIVING PARTY DATA			
Name:	Schiaffo LLC		
Street Address:	10801 West Charleston Blvd., Suite 600		
City:	Las Vegas		
State/Country:	NEVADA		
Postal Code:	89135		
Entity Type:	Limited Liability Company: NEVADA		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Serial Number:	97262024	POWER SLAP LEAGUE	
Serial Number:	97262012	POWER SLAP LEAGUE	
Serial Number:	97261996	POWER SLAP	
Serial Number:	97261977	POWER SLAP	
Serial Number:	97139390	SLAPPED!	
Serial Number:	90706608	SLAP!	
CORRESPONDENCE DATA			
Fax Number:	8446706009		
<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:	7025504400		
Email:	TRADEMARKSLV@DICKINSONWRIGHT.COM		
Correspondent Name:	Jennifer Ko Craft		
Address Line 1:	3883 Howard Hughes Parkway, Suite 800		
Address Line 4:	Las Vegas, NEVADA 89169		
NAME OF SUBMITTER:	Jennifer Ko Craft		
SIGNATURE:	/Jennifer Ko Craft/		
DATE SIGNED:	03/04/2022		

OP \$165.00 97262024

Total Attachments: 3

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TRADEMARK ASSIGNMENT

This Trademark Assignment (“Assignment”) is entered into as of March 4, 2022 (“Effective Date”) between Pilgrim Films and Television, LLC (“Assignor”), a California limited liability company, with an address of 12020 Chandler Blvd., Suite 200, North Hollywood, California 91607, on the one hand, and Schiaffo LLC (“Assignee”), a Nevada limited liability company with an address of 10801 West Charleston Blvd., Suite 600, Las Vegas, Nevada 89135, on the other hand. For purposes of this Assignment, Assignor and Assignee may be collectively referred to herein as the “Parties.”

NOW THEREFORE, in consideration of the covenants, representations and warranties set forth herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree to the following:

1. Assignor hereby irrevocably assigns, transfers and conveys to Assignee, without any restrictions, limitations or reservations, and Assignee does hereby accept the assignment, transfer and conveyance of, all of Assignor’s entire worldwide rights, title and interests in and to the trademarks identified on **Exhibit A** attached hereto, any stylizations, designs or the like associated therewith (“Assigned Trademarks”), including, without limitation, USPTO Application Nos: 97262024, 97262012, 97261996, 97261977, 97139390, and 90706608, any other federal, foreign or state trademark applications, registrations and common law rights for the Assigned Trademarks, the goodwill associated with and symbolized thereby, and, in accordance with 15 U.S.C § 1060, the portion of the business to which the Assigned Trademarks pertains, all past, present and future claims, counterclaims, credits, causes of action, choses in action, rights of recovery and rights of setoff against third persons for infringements, violations, dilutions or contract breaches, together with the right at law or equity to sue and recover for any past, continuing and/or future infringements, violations, dilutions or contract breaches and collect any resulting recovery of damages, lost profits, legal fees and costs, including from acts which may have occurred prior to the Effective Date, all of the foregoing rights, titles and interests to be held and enjoyed by Assignee, for Assignee’s own use and benefit and for the use and benefit 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, transfer and conveyance had not been made.

2. Assignor hereby authorizes the USPTO Commissioner for Trademarks, the corresponding entities or agencies in each applicable foreign country or multinational authority, and applicable state trademark agencies to (a) record Assignee as assignee and owner of the entire interest in the Assigned Trademarks or other rights identified in this Assignment; (b) deliver to Assignee, and to Assignee’s attorneys, agents, successors, or assigns, all official documents and communications as may be warranted by this Assignment; and (c) issue any and all registrations, certificates, or other governmental grants or issuances that may be granted upon any of the Assigned Trademarks in the name of Assignee, as the assignee to the entire interest therein. At Assignee’s request, Assignor shall execute all documents and do all other lawful acts necessary to effect the clarification of ownership of all right, title and interest in and to the Assigned Trademarks to Assignee and to allow Assignee to apply for and prosecute any applications for the Assigned Trademarks, and maintain any resulting registrations and any extensions, renewals and/or reissues thereof; and cooperate with and assist Assignee in connection with any legal actions or other proceedings brought by or against Assignee regarding the Assigned Trademarks.

3. This Assignment shall be governed by and construed in accordance with the laws of the State of Nevada without regard to its conflict of laws principles. The Parties irrevocably submit to the exclusive jurisdiction of the federal and state courts of Nevada, located in Clark County, Nevada.

4. This Assignment may be executed in any number of counterparts, each of which shall be deemed an original as against any party whose signature appears thereon, and all of which shall together constitute one and the same instrument. This Assignment shall become binding when one or more

counterparts hereof, individually or taken together, bears the signature of all the Parties reflected as the signatories. Any photocopy or facsimile of this Assignment, with all signatures reproduced on one or more sets of signature pages, shall be considered for all purposes as if it were an executed counterpart of this Assignment.

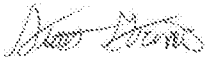
IN WITNESS THEREOF, the Parties have caused this instrument to be duly executed as of the Effective Date and each of the undersigned represents that they have the authority to legally bind their respective entities.

ASSIGNOR

ASSIGNEE

PILGIM FILMS AND TELEVISION, LLC

SCHIAFFO LLC



By: Stacy Griner
Title: Manager, Business and Legal Affairs

By: Frank Lamicella
Title: EVP

EXHIBIT A

1. POWER SLAP LEAGUE (US Ser. No. 97262024)
2. POWER SLAP LEAGUE (US Ser. No. 97262012)
3. POWER SLAP (US Ser. No. 97261996)
4. POWER SLAP (US Ser. No. 97261977)
5. SLAPPED! (US Ser. No. 97139390)
6. SLAP! (US Ser. No. 90706608)