

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM720373

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Sports Endeavors, Incorporated		06/10/2020	Corporation: NORTH CAROLINA
RECEIVING PARTY DATA			
Name:	World Rugby Shop, LLC		
Street Address:	5478 Highway 78 East		
City:	Irondale		
State/Country:	ALABAMA		
Postal Code:	35210		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3704234	WORLD RUGBY SHOP.COM	
CORRESPONDENCE DATA			
Fax Number:	2054883810		
<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:	205-244-3810		
Email:	ngordon@bakerdonelson.com		
Correspondent Name:	S. Nathan Gordon		
Address Line 1:	420 20th Street North, Suite 1400		
Address Line 4:	Birmingham, ALABAMA 35203		
NAME OF SUBMITTER:	S. Nathan Gordon		
SIGNATURE:	/S. Nathan Gordon/		
DATE SIGNED:	04/11/2022		
Total Attachments: 6			
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TRADEMARK ASSIGNMENT AGREEMENT

This **TRADEMARK ASSIGNMENT AGREEMENT** ("**Trademark Assignment**"), made this 10th day of June, 2020, is by and between World Rugby Shop, LLC, a Delaware limited liability company ("**Purchaser**"), and Sports Endeavors, Incorporated, a North Carolina corporation ("**Seller**"), pursuant to the Asset Purchase Agreement among Purchaser, Purchaser's sole member and Seller dated as of the same date hereof (the "**Asset Purchase Agreement**").

WHEREAS, Seller is the sole owner of the trademark registrations and trademark applications set forth on Schedule 1 hereto and domain names set forth on Schedule 2 hereto and all issuances, extensions, and renewals thereof (the trademarks and domain names, collectively, the "**Assigned Trademarks**")

WHEREAS, under the terms of the Asset Purchase Agreement, Seller has conveyed, transferred, and assigned to Purchaser, among other assets, certain intellectual property of Seller, and has agreed to execute and deliver this Trademark Assignment, for recording with the United States Patent and Trademark Office;

NOW, THEREFORE, the parties agree as follows:

1. Assignment. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller hereby irrevocably sells, conveys, transfers, assigns, and delivers to Purchaser, and Purchaser hereby accepts, all of Seller's right, title, and interest in and to the following:

(a) the Assigned Trademarks, together with the goodwill of the business connected with the use of, and symbolized by, the Assigned Trademarks;

(b) all rights of any kind whatsoever of Seller accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions, and otherwise throughout the world;

(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.

2. Recordation and Further Actions. Seller hereby authorizes the Commissioner for Trademarks in the United States Patent and Trademark Office to record and register this Trademark Assignment upon request by Purchaser and any domain name registrar to receive and transfer domain names transferred hereunder. Following the date hereof, upon Purchaser's

reasonable request, Seller shall take such steps and actions, and provide such cooperation and assistance to Purchaser and its successors, assigns, and legal representatives, including the execution and delivery of any affidavits, declarations, oaths, exhibits, assignments, powers of attorney, or other documents, as may be reasonably necessary to effect, evidence, or perfect the assignment of the Assigned Trademarks to Purchaser, or any assignee or successor thereto. Seller further agrees to take all actions necessary to transfer ownership in the domain names set forth in Schedule 2 with the relevant domain name registrars, such that Buyer can take control as registrant and administrator of said domain names.

3. Terms of the Asset Purchase Agreement. The parties hereto acknowledge and agree that this Trademark Assignment is entered into pursuant to the Asset Purchase Agreement, to which reference is made for a further statement of the rights and obligations of Seller and Purchaser with respect to the Assigned Trademarks. The representations, warranties, covenants, agreements, and indemnities contained in the Asset Purchase Agreement shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. In the event of any conflict or inconsistency between the terms of the Asset Purchase Agreement and the terms hereof, the terms of the Asset Purchase Agreement shall govern.

4. Counterparts. This Trademark Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed one and the same agreement. A signed copy of this Trademark Assignment delivered by facsimile, e-mail, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Trademark Assignment.

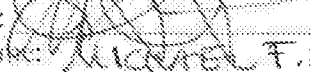
5. Successors and Assigns. This Trademark Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

6. Governing Law. This Trademark Assignment and any claim, controversy, dispute, or cause of action (whether in contract, tort, or otherwise) based upon, arising out of, or relating to this Trademark Assignment and the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws of the United States and the State of Delaware, without giving effect to any choice or conflict of law provision or rule whether of the State of Delaware or any other jurisdiction).

[Signature page follows]

IN WITNESS WHEREOF, Seller has duly executed and delivered this Trademark Assignment as of the date first written above.

Sports Envoys, Incorporated

By: 
Name: MICHAEL F. McQUINN
Title: PRESIDENT

AGREED TO AND ACCEPTED:

World Rugby Shop, LLC

By: _____
Name:
Title:

IN WITNESS WHEREOF, Seller has duly executed and delivered this Trademark Assignment as of the date first written above.

Sports Endeavors, Incorporated

By: _____

Name:

Title:

AGREED TO AND ACCEPTED:

World Rugby Shop, LLC

By:  _____

Name: Bernard Frei

Title: President

SCHEDULE 1

ASSIGNED TRADEMARKS

Trademark Registrations

Mark	Jurisdiction	Registration Number
WorldRugbyShop.com	USA	3704234

SCHEDULE 2

Domain Names

www.worldrugbyshop.com

foxrugby.com

officialrugbyshop.com

officialrugbystore.com

rugby-rugby.com

rugbyrugby.us

rugbyshop.us

rugbyteamwear.com

womenplayrugby.com

worldrugbyshop.tv

worldrugbyshop.us

worldrugbystore.com

worldrugbystore.us

majorleaguerugbyshop.com

majorleaguerugbystore.com

rugbyballforall.com

rugbyball4all.com

worldrugbyshop.com

rugbyusa.com

rugby-soccer.com

rugbysoccer.com

rugbyballs.com

rugbyrugby.net

rugbyrugby.org

worldrugbyshop.asia

worldrugbyshop.co

worldrugbyshop.net

RUGBYRUGBY.COM

RUGBYRUGBY.INFO

RUGBYFIGHTSCANCER.ORG

RUGBYFIGHTSCANCER.COM

rugbyunionrecoveryfund.com

rugbyunionrecoveryfund.org

rugbyunited.org

rugbyunitedrecoveryfund.com

rugbyunitedrecoveryfund.org

bigtoerugby.com

1904rugby.com

sarugbystore.com

worldrugbyshophosting.com

worldrugbyshopelite.com

worldrugbyshop.org

worldrugbyshop.biz

worldrugbyshop.info

planetrugbyshop.com

usarugbydirect.com

usrugbydirect.com

scrumrugbyshop.com

usarugbyelite.com

bigrugbyshop.com

olympicrugbyshop.com

olympicrugbystore.com

theworldrugbyshop.com

sevensrugbystore.com

herrugby.com

sarugbystoreusa.com

freerugbycatalog.com