

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM730921

SUBMISSION TYPE:	RESUBMISSION		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
RESUBMIT DOCUMENT ID:	900677433		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
DAY6 SPORTS GROUP, LLC		05/18/2017	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Backyard Sports LLC		
Street Address:	651 N BROAD ST SUITE 205 #4556		
Internal Address:	LEGALINC CORPORATE SERVICES INC.		
City:	MIDDLETOWN		
State/Country:	DELAWARE		
Postal Code:	19709		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	2747587	BACKYARD FOOTBALL	
Registration Number:	2757107	BACKYARD HOCKEY	
Registration Number:	4837316	BACKYARD SPORTS	
Registration Number:	5245450	BACKYARD SPORTS	
Registration Number:	4956399	POWER UP YOUR GAME	
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:	8185745710		
Email:	adarab@nolanheimann.com		
Correspondent Name:	Abdul A. Darab		
Address Line 1:	16000 Ventura Blvd.		
Address Line 2:	Suite 1200		
Address Line 4:	Encino, CALIFORNIA 91436		
ATTORNEY DOCKET NUMBER:	BACKYARD SPORTS		
NAME OF SUBMITTER:	Abdul A. Darab		

SIGNATURE:	/Abdul A. Darab/
DATE SIGNED:	05/27/2022
Total Attachments: 22 source=Complete Assignment Binder#page1.tif source=Complete Assignment Binder#page2.tif source=Complete Assignment Binder#page3.tif source=Complete Assignment Binder#page4.tif source=Complete Assignment Binder#page5.tif source=Complete Assignment Binder#page6.tif source=Complete Assignment Binder#page7.tif source=Complete Assignment Binder#page8.tif source=Complete Assignment Binder#page9.tif source=Complete Assignment Binder#page10.tif source=Complete Assignment Binder#page11.tif source=Complete Assignment Binder#page12.tif source=Complete Assignment Binder#page13.tif source=Complete Assignment Binder#page14.tif source=Complete Assignment Binder#page15.tif source=Complete Assignment Binder#page16.tif source=Complete Assignment Binder#page17.tif source=Complete Assignment Binder#page18.tif source=Complete Assignment Binder#page19.tif source=Complete Assignment Binder#page20.tif source=Complete Assignment Binder#page21.tif source=Complete Assignment Binder#page22.tif	

<u>Assignment #</u>	<u>Execution Date</u>	<u>Assignor</u>	<u>Assignee</u>
1	May 18, 2017	Day6 Sports Group, LLC	Alexander Koblischek
2	January 1, 2021	Alexander Koblischek	D6/IP Holding LLC
3	December 3, 2021	D6/IP Holding LLC	Backyard Sports LLC

Assignment # 1

ASSIGNMENT OF PERSONAL PROPERTY

DAY6 SPORTS GROUP, LLC, a Delaware limited liability company, having an address at Office # 272, 2629 Manhattan Avenue, Hermosa Beach, California 90254, and its successors and assigns (the "Assignor"), in consideration for a partial credit against the indebtedness owed to Dr. Alexander Koblischek under that certain Amended and Restated Loan Agreement, dated October 15, 2015, and for other good and valuable consideration, receipt of and adequacy which are hereby acknowledged by Assignor, hereby agrees as follows:

1. Assignment. Assignor hereby absolutely, irrevocably and unconditionally surrenders, turns over, transfers, assigns, sells and conveys to Dr. Alexander Koblischek and his successors and assigns (collectively, the "Assignee") all of Assignor's rights, title and interests in and to:

- (a) All of Day6 Sports Group, LLC's personal property and fixture property of every kind and nature, including, without limitation, all goods (including, without limitation, all inventory, equipment, furniture, and any accessions thereto), all instruments (including, without limitation, all promissory notes), all documents, all accounts (including, without limitation, all account receivables and health care receivables), all chattel paper (whether tangible or electronic), all deposit accounts, all letter-of-credit rights (whether or not the letter of credit is evidenced by a writing), all commercial tort claims, all securities, all securities entitlements and all other investment property, all supporting obligations, all other contract rights (including, without limitation, all rights under any leases for real or personal property), or rights to the payment of money, all insurance claims and proceeds, all patents, copyrights, trademarks, goodwill, and all other intellectual property of any kind, and all general intangibles (including, without limitation, all payment intangibles, all contract rights, all licenses with respect to any intellectual property or otherwise, and all books and records of any kind). All terms used above shall have the meanings given to such terms in the Uniform Commercial Code of the State of New York as in effect on March 8, 2017; plus
- (b) Without limiting any property described in clause (a) immediately above, all of the property described on Schedule I and Schedule IA attached hereto. (All of the property described in this clause (b) and in clause (a) immediately above are collectively referred to herein as the "Assigned Property"); plus
- (c) All products, proceeds, renewals, reissues and extensions of the Assigned Property, as well as the right to secure the same in Assignor's own name or in the name of its successors, assigns and/or nominees, in all countries, including, without limitation, any and all claims and rights to sue and recover damages for past infringement and all causes of action, claims, damages and other rights the Assignor may have with respect to or arising

out of the Assigned Property, together with the goodwill of the business associated therewith (all the foregoing, together with the Assigned Property, are collectively referred to herein as the "Assigned Assets").

2. Representations. The Assignor represents and warrants that (i) it is the sole owner of, and has good and marketable title to, all of the Assigned Assets and has the right and legal power to convey the Assigned Assets to the Assignee and perform its other obligations hereunder; (ii) it has not granted, transferred or assigned to any other person or entity any rights of any kind in the Assigned Assets and there are no outstanding assignments, grants, licenses or agreements inconsistent with this Assignment of Personal Property and the Assigned Assets are being transferred free and clear of all liens, claims and encumbrances of any kind; (iii) to the best of Assignor's knowledge, the Assigned Assets do not infringe upon or violate the rights of any third parties and the exercise by the Assignee of any rights transferred hereunder will not violate or infringe upon the rights of any third parties; (iv) the execution and delivery of this Assignment of Personal Property and the performance of the terms hereof does not and will not violate any provision of any agreement, document or law; and (v) the Assignor will not create, make, sell or otherwise transfer ownership of materials which are substantially similar to the Assigned Assets.

3. Covenants. The Assignor covenants that at any time and from time to time, without additional compensation, the Assignor will assist in the preparation of, execute and deliver any documents or instruments, including, without limitation, trademark and other proprietary registration applications and renewals thereof, and provide such other assistance, as the Assignee may hereafter determine to be necessary or advisable (a) to obtain, extend, renew, reissue and maintain any United States, state and/or foreign trademarks, copyrights, or other proprietary registrations relating to the Assigned Assets, (b) to conduct any litigation relating to the rights acquired hereunder, and (c) for any other reasonable purpose determined by the Assignee, its successors and assigns, to be necessary or advisable to effectuate the intent of this Assignment of Personal Property.

4. Power of Attorney. For the above-described consideration, the Assignor hereby irrevocably constitutes and appoints the Assignee, its successors and assigns, the true and lawful attorney of the Assignor, with full power of substitution, and gives and grants unto the Assignee, its successors and assigns, and each of them, full power and authority in the name of the Assignor, its successors and assigns, at any time and from time to time, to make, execute, do and perform such other acts and things concerning the subject matter of Paragraph 3 above with like power and as fully as the Assignor could or might have done, hereby ratifying, confirming all and whatever the Assignee, its successors and assigns, or any of them, shall lawfully do or cause to be done. The Assignor agrees that the foregoing powers are coupled with an interest and are and shall be irrevocable by the Assignor, or by its dissolution, or in any manner or for any reason.

5. Binding Nature. This instrument shall be binding upon the Assignor, its successors and assigns, and shall inure to the benefit of the Assignee and its successors and assignees. The Assignee shall have the unrestricted right to use, transfer or otherwise dispose of the Assigned Property or any rights granted hereunder, in whole or in part.

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)

County of Los Angeles)

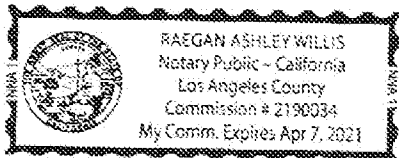
On May 18th, 2017 before me, Raeagan Ashley Willis, Notary Public
Date Here Insert Name and Title of the Officer

personally appeared Jim wagner
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person~~s~~ whose name~~s~~ (s)/he subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity~~(ies)~~, and that by his/her/their signature~~s~~ on the instrument the person~~s~~, or the entity upon behalf of which the person~~s~~ acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature Raeagan A. Willis JOINS
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

- Corporate Officer — Title(s): _____
- Partner — Limited General
- Individual Attorney in Fact
- Trustee Guardian or Conservator
- Other: _____

Signer Is Representing: _____

Signer's Name: _____

- Corporate Officer — Title(s): _____
- Partner — Limited General
- Individual Attorney in Fact
- Trustee Guardian or Conservator
- Other: _____

Signer Is Representing: _____

SCHEDULE 1

Description of Additional Property Transferred and Conveyed by Day6 Sports Group, LLC to Dr. Alexander Koblischek

All of Day6 Sports Group, LLC's right, title and interest in all of the following property:

1. All trademarks, including, but not limited to, all trademark registrations, all trademark applications and all common law trademarks, including, but not limited, to the following:

a)	<u>Trademark</u>	<u>Registration No.</u>	<u>Date of Registration</u>
	"Backyard Football"	2,747,587	August 5, 2003
	"Backyard Hockey"	2,757,107	August 26, 2003
	"Backyard Skateboarding"	3,045,552	January 17, 2006
	"Backyard Sports"	4,837,316	October 20, 2015
	"Power Up Your Game"	4,956,399	May 10, 2016
	"Backyard Baseball"	2,993,595	September 13, 2005
	"Backyard Soccer"	2,993,546	September 13, 2005
	"Backyard Sports"	3,795,619	June 1, 2010
b)	<u>Trademark</u>	<u>Application No.</u>	<u>Filing Date</u>
	"Backyard Sports"	86/141,289	December 11, 2013
	"Backyard Sports"	87/272,551	December 18, 2016
	"Power Up Your Game"	86/216,926	March 10, 2014
	"Malibu Sports & Recreation"	86/241,354	
c)	All common law trademarks		

2. All website urls and domain names, and all related agreements, and all other web assets, including, but not limited, to the following domain names:

- a) BACKYARDBASEBALL.COM
- b) BACKYARDBASKETBALL.COM
- c) BACKYARDFOOTBALL.COM
- d) BACKYARDHOCKEY.COM
- e) BACKYARDSOCCER.COM
- f) BACKYARDSPORTS.COM
- g) BACKYARDSPORTS.NET
- h) BACKYARDSPORTSNETWORK.COM
- i) ROOKIERUSH.COM

3. All copyrights and copyright registrations
4. All Backyard Sports mobile game assets
5. All Backyard Sports digital platform
6. All Backyard Sports television and print ads
7. All Backyard Sports artwork & packaging assets
8. All Backyard Sports social media assets
9. All Backyard Sports tooling
10. All Backyard Sports original game artwork
11. All Backyard Sports original game code
12. All Backyard Sports gold masters of original video games
13. All Malibu Sports & Recreation registrations
14. All Malibu Sports & Recreation trademarks
15. All Malibu Sports & Recreation web assets
16. All Malibu Sports & Recreation sporting goods designs
17. All Malibu Sports & Recreation sporting goods tooling
18. All Malibu Sports & Recreation artwork & packaging assets
19. All other intellectual property of any kind whatsoever

Assignment # 2

ASSIGNMENT OF PERSONAL PROPERTY

Dr. Alexander Koblischek, having an address at Wickerer Strasse 14, 65239 Hochheim am Main, Germany (the "Assignor"), in consideration of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby acknowledged by Assignor, hereby agrees as follows:

1. Assignment. Assignor hereby absolutely, irrevocably and unconditionally sells, transfers and assigns to **D6/IP Holding LLC**, a Delaware Limited Liability Company (the "Assignee"), all of Assignor's rights, title and interest in and to:

- (a) (i) Those certain properties and rights that were assigned to Assignor pursuant to that certain Assignment of Personal Property executed by Day6 Sports Group, LLC to Assignor as of May 18, 2017 (a copy of which is attached hereto as Exhibit A, the "**Prior Assignment**"), including, without limitation, all goods (including, without limitation, all inventory, equipment, furniture, and any accessions thereto), instruments, documents, accounts, chattel paper (whether tangible or electronic), commercial tort claims, securities, securities entitlements and all other investment property, all supporting obligations, all other contract rights, or rights to the payment of money, all insurance claims and proceeds, all patents, copyrights, trademarks, goodwill, and all other intellectual property of any kind, and all general intangibles (including, without limitation, all payment intangibles, contract rights, licenses with respect to any intellectual property or otherwise, and all books and records of any kind), and (ii) all rights and claims of Assignor pursuant to or otherwise arising under the Prior Assignment. All terms used above shall have the meanings given to such terms in the Uniform Commercial Code of the State of New York as in effect on March 8, 2017. All of the property and rights described in this clause (a) are collectively referred to herein as the "**Assigned Property**"); plus
- (b) All products, proceeds, renewals, reissues and extensions of the Assigned Property, as well as the right to secure the same in Assignor's own name or in the name of its successors, assigns and/or nominees, in all countries, including, without limitation, any and all claims and rights to sue and recover damages for past infringement and all causes of action, claims, damages and other rights the Assignor may have with respect to or arising out of the Assigned Property, together with the goodwill of the business associated therewith (all the foregoing, together with the Assigned Property, are collectively referred to herein as the "**Assigned Assets**").

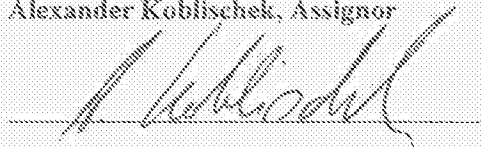
2. Representations. The Assignor represents and warrants that (i) to the best of Assignor's knowledge, he is the sole owner of all of the Assigned Assets and has the right and legal power to convey the Assigned Assets to the Assignee and perform his other obligations hereunder; (ii) he has not granted, transferred or assigned to any other person or entity any rights of any kind in the Assigned Assets and, to the best of Assignor's knowledge, the Assigned Assets are being transferred free and clear of all liens, claims and encumbrances of any kind; (iii) the execution and delivery of this Assignment of Personal Property and the performance of the terms hereof does not

and will not violate any provision of any agreement to which Assignor is a party; and (iv) the Assignor will not create, make, sell or otherwise transfer ownership of materials which are substantially similar to the Assigned Assets

3. Covenants. The Assignor covenants that at any time and from time to time, without additional compensation, the Assignor will assist in the preparation of, execute and deliver any documents or instruments, including, without limitation, trademark and other proprietary registration applications and renewals thereof, and provide such other assistance, as the Assignee may hereafter determine to be necessary or advisable (a) to obtain, extend, renew, reissue and maintain any United States, state and/or foreign trademarks, copyrights, or other proprietary registrations relating to the Assigned Assets, (b) to conduct any litigation relating to the rights acquired hereunder, and (c) for any other reasonable purpose determined by the Assignee, its successors and assigns, to be necessary or advisable to effectuate the intent of this Assignment of Personal Property.
4. Binding Nature. This instrument shall be binding upon the Assignor, his successors and assigns, and shall inure to the benefit of the Assignee and its successors and assignees. The Assignee shall have the unrestricted right to use, transfer or otherwise dispose of the Assigned Property or any rights granted hereunder, in whole or in part.

IN WITNESS WHEREOF, Assignor has duly executed this Assignment as of January 01, 2021.

Alexander Koblischek, Assignor

A handwritten signature in black ink, appearing to read 'Alexander Koblischek', is written over a horizontal dashed line. The signature is stylized and somewhat cursive.

ASSIGNMENT OF PERSONAL PROPERTY

DAY6 SPORTS GROUP, LLC, a Delaware limited liability company, having an address at Office # 272, 2629 Manhattan Avenue, Hermosa Beach, California 90254, and its successors and assigns (the "Assignor"), in consideration for a partial credit against the indebtedness owed to Dr. Alexander Koblischek under that certain Amended and Restated Loan Agreement, dated October 15, 2015, and for other good and valuable consideration, receipt of and adequacy which are hereby acknowledged by Assignor, hereby agrees as follows:

1. Assignment. Assignor hereby absolutely, irrevocably and unconditionally surrenders, turns over, transfers, assigns, sells and conveys to Dr. Alexander Koblischek and his successors and assigns (collectively, the "Assignee") all of Assignor's rights, title and interests in and to:

- (a) All of Day6 Sports Group, LLC's personal property and fixture property of every kind and nature, including, without limitation, all goods (including, without limitation, all inventory, equipment, furniture, and any accessions thereto), all instruments (including, without limitation, all promissory notes), all documents, all accounts (including, without limitation, all account receivables and health care receivables), all chattel paper (whether tangible or electronic), all deposit accounts, all letter-of-credit rights (whether or not the letter of credit is evidenced by a writing), all commercial tort claims, all securities, all securities entitlements and all other investment property, all supporting obligations, all other contract rights (including, without limitation, all rights under any leases for real or personal property), or rights to the payment of money, all insurance claims and proceeds, all patents, copyrights, trademarks, goodwill, and all other intellectual property of any kind, and all general intangibles (including, without limitation, all payment intangibles, all contract rights, all licenses with respect to any intellectual property or otherwise, and all books and records of any kind). All terms used above shall have the meanings given to such terms in the Uniform Commercial Code of the State of New York as in effect on March 8, 2017; plus
- (b) Without limiting any property described in clause (a) immediately above, all of the property described on Schedule I and Schedule 1A attached hereto. (All of the property described in this clause (b) and in clause (a) immediately above are collectively referred to herein as the "Assigned Property"); plus
- (c) All products, proceeds, renewals, reissues and extensions of the Assigned Property, as well as the right to secure the same in Assignor's own name or in the name of its successors, assigns and/or nominees, in all countries, including, without limitation, any and all claims and rights to sue and recover damages for past infringement and all causes of action, claims, damages and other rights the Assignor may have with respect to or arising

out of the Assigned Property, together with the goodwill of the business associated therewith (all the foregoing, together with the Assigned Property, are collectively referred to herein as the "Assigned Assets").

2. Representations. The Assignor represents and warrants that (i) it is the sole owner of, and has good and marketable title to, all of the Assigned Assets and has the right and legal power to convey the Assigned Assets to the Assignee and perform its other obligations hereunder; (ii) it has not granted, transferred or assigned to any other person or entity any rights of any kind in the Assigned Assets and there are no outstanding assignments, grants, licenses or agreements inconsistent with this Assignment of Personal Property and the Assigned Assets are being transferred free and clear of all liens, claims and encumbrances of any kind; (iii) to the best of Assignor's knowledge, the Assigned Assets do not infringe upon or violate the rights of any third parties and the exercise by the Assignee of any rights transferred hereunder will not violate or infringe upon the rights of any third parties; (iv) the execution and delivery of this Assignment of Personal Property and the performance of the terms hereof does not and will not violate any provision of any agreement, document or law; and (v) the Assignor will not create, make, sell or otherwise transfer ownership of materials which are substantially similar to the Assigned Assets.

3. Covenants. The Assignor covenants that at any time and from time to time, without additional compensation, the Assignor will assist in the preparation of, execute and deliver any documents or instruments, including, without limitation, trademark and other proprietary registration applications and renewals thereof, and provide such other assistance, as the Assignee may hereafter determine to be necessary or advisable (a) to obtain, extend, renew, reissue and maintain any United States, state and/or foreign trademarks, copyrights, or other proprietary registrations relating to the Assigned Assets, (b) to conduct any litigation relating to the rights acquired hereunder, and (c) for any other reasonable purpose determined by the Assignee, its successors and assigns, to be necessary or advisable to effectuate the intent of this Assignment of Personal Property.

4. Power of Attorney. For the above-described consideration, the Assignor hereby irrevocably constitutes and appoints the Assignee, its successors and assigns, the true and lawful attorney of the Assignor, with full power of substitution, and gives and grants unto the Assignee, its successors and assigns, and each of them, full power and authority in the name of the Assignor, its successors and assigns, at any time and from time to time, to make, execute, do and perform such other acts and things concerning the subject matter of Paragraph 3 above with like power and as fully as the Assignor could or might have done, hereby ratifying, confirming all and whatever the Assignee, its successors and assigns, or any of them, shall lawfully do or cause to be done. The Assignor agrees that the foregoing powers are coupled with an interest and are and shall be irrevocable by the Assignor, or by its dissolution, or in any manner or for any reason.

5. Binding Nature. This instrument shall be binding upon the Assignor, its successors and assigns, and shall inure to the benefit of the Assignee and its successors and assignees. The Assignee shall have the unrestricted right to use, transfer or otherwise dispose of the Assigned Property or any rights granted hereunder, in whole or in part.

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)

County of Los Angeles)

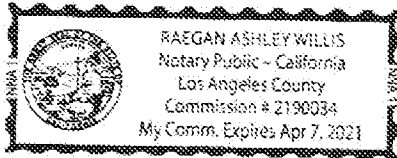
On May 18th, 2017 before me, Raeagan Ashley Willis, Notary Public
Date Here Insert Name and Title of the Officer

personally appeared Jim wagner
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person~~s~~ whose name~~s~~ (s)/he subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity~~(ies)~~, and that by his/her/their signature~~s~~ on the instrument the person~~s~~, or the entity upon behalf of which the person~~s~~ acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature Raeagan A. Willis JOINS
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

- Corporate Officer — Title(s): _____
- Partner — Limited General
- Individual Attorney in Fact
- Trustee Guardian or Conservator
- Other: _____

Signer Is Representing: _____

Signer's Name: _____

- Corporate Officer — Title(s): _____
- Partner — Limited General
- Individual Attorney in Fact
- Trustee Guardian or Conservator
- Other: _____

Signer Is Representing: _____

SCHEDULE 1

**Description of Additional Property Transferred and Conveyed by
Day6 Sports Group, LLC to Dr. Alexander Koblischek**

All of Day6 Sports Group, LLC's right, title and interest in all of the following property:

1. All trademarks, including, but not limited to, all trademark registrations, all trademark applications and all common law trademarks, including, but not limited, to the following:

a)	<u>Trademark</u>	<u>Registration No.</u>	<u>Date of Registration</u>
	"Backyard Football"	2,747,587	August 5, 2003
	"Backyard Hockey"	2,757,107	August 26, 2003
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	"Malibu Sports & Recreation"	86/241,354	
c)	All common law trademarks		

2. All website urls and domain names, and all related agreements, and all other web assets, including, but not limited, to the following domain names:

- a) BACKYARDBASEBALL.COM
- b) BACKYARDBASKETBALL.COM
- c) BACKYARDFOOTBALL.COM
- d) BACKYARDHOCKEY.COM
- e) BACKYARDSOCCER.COM
- f) BACKYARDSPORTS.COM
- g) BACKYARDSPORTS.NET
- h) BACKYARDSPORTSNETWORK.COM
- i) ROOKIERUSH.COM

3. All copyrights and copyright registrations
4. All Backyard Sports mobile game assets
5. All Backyard Sports digital platform
6. All Backyard Sports television and print ads
7. All Backyard Sports artwork & packaging assets
8. All Backyard Sports social media assets
9. All Backyard Sports tooling
10. All Backyard Sports original game artwork
11. All Backyard Sports original game code
12. All Backyard Sports gold masters of original video games
13. All Malibu Sports & Recreation registrations
14. All Malibu Sports & Recreation trademarks
15. All Malibu Sports & Recreation web assets
16. All Malibu Sports & Recreation sporting goods designs
17. All Malibu Sports & Recreation sporting goods tooling
18. All Malibu Sports & Recreation artwork & packaging assets
19. All other intellectual property of any kind whatsoever

Assignment # 3

SCHEDULE B

INTELLECTUAL PROPERTY ASSIGNMENT

THIS INTELLECTUAL PROPERTY ASSIGNMENT (the "IP Assignment") is effective as of December 3, 2021.

WHEREAS, D6/IP Holding LLC, a Delaware limited liability company (the "Assignor"), is the owner of the trademark registrations and trademark applications set forth on Attachment B-1 hereto, together with the goodwill of the business associated therewith (collectively referred to as the "Marks");

WHEREAS, Assignor hereby agrees to transfer all of its rights in and to the Marks to Backyard Sports LLC, a Delaware limited liability company ("Assignee"), and Assignee hereby agrees to accept such assignment, on the terms and conditions more particularly set forth in the Asset Purchase Agreement by and between the Assignor and Assignee, dated as of the date hereof ("Asset Purchase Agreement");

WHEREAS, in connection with the Asset Purchase Agreement, Assignor hereby agrees to transfer substantially all of the assets of the on-going business to which the Marks relate; and

WHEREAS, the parties wish to herein memorialize said assignment, transfer and sale of Assignor's right, title and interest in and to the Marks to Assignee.

NOW, THEREFORE, for good and valuable consideration set forth in the Asset Purchase Agreement, the receipt and sufficiency of which are hereby acknowledged Assignor hereby sells, assigns, transfers, and conveys to Assignee, its successors and assigns, the entire right, title and interest, in and to the Marks, together with the goodwill of the business symbolized by them throughout the world, and all registrations and pending applications therefor, any renewals of the registrations, in all countries throughout the world, 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 IP Assignment had not been made (collectively, "All Marks"), together with all causes of action for any and all previously occurring infringement of the rights being assigned and the right to receive and retain the proceeds relating to those infringements; and

Assignor hereby requests the Director of the United States Patent and Trademark Office (the "Director"), as well as his or her non-US counterparts in the non-US jurisdictions which exercise authority over any of the Marks, to record this IP Assignment. Assignor hereby further requests the Director and his or her non-US counterparts to issue any and all trademark registrations resulting from applications among the Marks or derived therefrom to Assignee as assignee of the entire interest therein.

Assignor agrees to execute further papers (including, without limitation, the execution and delivery of any and all affidavits, declarations, oaths, samples, exhibits, specimen, assignments, powers of attorney or other documentation) and to do such other acts as may be necessary or reasonably requested by Assignee to vest full title in and to All Marks in the Assignee or which may be necessary or reasonably requested by Assignee to obtain, renew, issue or enforce All Marks. This IP Assignment shall be binding upon and shall inure to the benefit of the respective successors and permitted assigns of Assignor and Assignee.

[signature page follows]

IN WITNESS WHEREOF, the parties hereto have caused this Intellectual Property Assignment to be executed as of the above-referenced day and year.

Backyard Sports LLC:

By: _____

Name: _____

Title: _____

D6/IP Holding LLC:

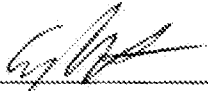
By:  _____

Name: MICHEL FUCHS

Title: Member

IN WITNESS WHEREOF, the parties hereto have caused this Intellectual Property Assignment to be executed as of the above-referenced day and year.

Backyard Sports LLC:


By: 
Name: Adam Pinetto
Title: CEO

D6/IP Holding LLC:

By: _____
Name: _____
Title: _____

Attachment B-I to Intellectual Property Assignment Agreement

Marks

Trademark	Registration No. Application Serial No.	Registration Date
BACKYARD BASEBALL	RN: 2993545 SN: 75817069	September 13, 2005
BACKYARD FOOTBALL	RN: 2747587 SN: 75753029	August 5, 2003
BACKYARD HOCKEY	RN: 2757107 SN: 76332144	August 26, 2003
BACKYARD SKATEBOARDING	RN: 3045552 SN: 78509805	January 17, 2006
BACKYARD SOCCER	RN: 2993546 SN: 75817071	September 13, 2005
BACKYARD SPORTS	RN: 4837316 SN: 86086425	October 20, 2015
BACKYARD SPORTS	SN: 86141289	
BACKYARD SPORTS	RN: 3795619 SN: 77836602	June 1, 2010
BACKYARD SPORTS	RN: 5245450 SN: 87272551	July 18, 2017
MALIBU SPORTS & RECREATION PREMIUM FUN and Design 	SN: 86241354	
POWER UP YOUR GAME	RN: 4956399 SN: 86216921	May 10, 2016
POWER UP YOUR GAME	SN: 86216926	