

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM755324

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Be Sport, Inc.		11/01/2021	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Be Sport Holding S.à r.l.		
Street Address:	16, rue de Nassau		
City:	Luxembourg		
State/Country:	LUXEMBOURG		
Postal Code:	L-2213		
Entity Type:	Société à responsabilité limitée: LUXEMBOURG		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	4855868	BE SPORT	
Registration Number:	5530704	BE SPORT	
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>			
Email:	jhgggroup@ipfirm.com		
Correspondent Name:	Jeffrey H. Greger		
Address Line 1:	2318 MILL RD.		
Address Line 2:	SUITE 1400		
Address Line 4:	Alexandria, VIRGINIA 22314		
ATTORNEY DOCKET NUMBER:	5680-130TM		
NAME OF SUBMITTER:	Jeffrey H. Greger		
SIGNATURE:	/jhg/		
DATE SIGNED:	09/14/2022		
Total Attachments: 10			
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TRADEMARK AND DOMAIN NAME ASSIGNMENT DEED

entered into by and between:

Be Sport, Inc., a company incorporated under the laws of Delaware, which registered office is located at 160 14th Street, San Francisco, CA 94103, USA, and with correspondence addresses at 60, Broad Street, c/o KVB Partners, Suite 3502, New York, 10004, then c/o Rocket Space, 181 Fremont St, San Francisco, CA 94105, and finally 79, 26th Avenue, San Francisco, CA, 94121, USA, registered under the number No. C3394060 with the California Secretary of State and represented by Philippe Robert;

Hereinafter to be referred to as "Assignor",

and

Be Sport Holding S.à r.l., a Luxembourg company which registered office is located at 16, Rue de Nassau, L-2213 Luxembourg, Luxembourg, registered under the number n° B124347 with the Trade and Companies Register of Luxembourg and represented by Pierre-Paul Boegen as director ;

Hereinafter to be referred to as "Assignee",

Hereinafter individually referred to as a "Party", and collectively referred to as the "Parties".

WHEREAS

Assignor is the owner of several trademark applications and/or registrations covering the brand BE SPORT (the "Trademark Rights") as set forth in Annex 1, as well as domain names relating to the IP Rights (the "Domain Names") as set forth in Annex 2. The intent of the parties was and is that all rights consisting of the elements BE SPORT in the name of Assignor be transferred to Assignee.

Assignee is interested in acquiring these IP Rights with the aim of exploiting them in the territories they cover.

This Agreement outlines the modalities for the transfer of the IP Rights from Assignor to Assignee.

The Parties are duly authorized and have the capacity to enter into and perform this Agreement.

NOW THEREFORE, the Parties agree as follows:

1. Definitions

The "IP Rights" shall mean the trademark BE SPORT, including its graphic representation



, as protected by the Trademark Rights as set forth in Annex 1, as well as the Domain Names as set forth in Annex 2, and more generally, any and all trademarks, domain names and other commercial indicators consisting of the elements BE SPORT in the name of Assignor.

The "Agreement" shall refer to the present assignment deed

The "Effective Date" shall mean the date of execution of the Agreement by the last Party having affixed its signature on the present Agreement.

2. Transfer of the IP Rights

Assignor assigns, transfers and sells by its representatives, in favor of Assignee, which accepts, the whole proprietary rights belonging to and arising from the IP Rights.

The present transfer regards the transmission of all the privileges, titles and rights corresponding to the IP Rights, and includes all rights and benefits relating to the IP Rights, including all the rights of legal prosecution arising from copy or imitation and the right to bring action and claim relief in respect of any infringement or unauthorized use of the IP Rights whether occurring before, on or after the Effective Date.

The transfer of the IP Rights from Assignor to Assignee shall be implemented in accordance with the specific provisions of this Agreement.

Assignor hereby assigns to Assignee all its rights and obligations as from the Effective Date.

As a consequence of the above-mentioned transfer, Assignee shall have full and whole proprietary rights belonging to and arising from the IP Rights.

As a consequence of said transfer, Assignee shall have the right to use, in any way whatsoever, the IP Rights without the consent of Assignor. Assignee shall have all right whatsoever to grant any rights and to dispose of the IP Rights to any third parties without consent of Assignor.

This transfer includes the exclusive right, where applicable, to file applications, divisional applications, *restitutio in integrum* requests, revival actions, reconsideration actions and/or any legal actions or applications corresponding to or based on the applications or the registrations included in the IP Rights, in any country of the world.

This transfer includes the right, where applicable, to file applications under the Paris Union Convention for the Protection of Industrial Property, corresponding to or based on any of the applications or registrations included in the IP Rights, and to claim priority from those applications or registrations.

3. Additional obligations

After the full price for the IP Rights has been paid according to the modalities mentioned in the present Agreement, the Assignee shall, at its own expense, take all steps necessary for the

registration or recording with any appropriate authority of the transfer of rights granted by this Agreement.

Assignor agrees, at the request and expense of Assignee, to sign any documents and to do all other things which may be necessary to give effect to this Assignment or to allow Assignee to obtain legal title to the IP Rights, including but not limited to:

- a) participating in any action or executing any future agreement to allow Assignee to acquire the IP Rights, and/or
- b) enabling Assignee to record the Assignment in the records of the relevant registers or with the relevant Authorities.

Assignor undertakes to provide Assignee, at its own expense and as Assignee may require from time to time, any useful or relevant documents and any assistance or expertise necessary to allow Assignee to protect and/or use the IP Rights, within fifteen days of the Assignee's request to do so. Said assistance shall be provided at the Assignor's costs.

In particular:

- Assignor undertakes to prosecute, obtain and maintain the IP Rights for which the assignment has to be recorded on the relevant registers, and this until such recordal has taken place. Assignor will immediately inform Assignee in writing of any action he is required or intends to undertake in this regard.
- Assignor undertakes to provide Assignee with all the assignment confirmatory deeds required to proceed with recording the transfer in the various trademark registers.

Assignor shall transfer to Assignee all records, documents of title, data, files and/or other information in any medium which are in its possession, power or control or those of its professional advisers and agents and which relate to the IP Rights as soon as reasonably possible.

4. Non-Contestation

Assignor recognizes the rights acquired by Assignee on the transferred IP Rights, and agrees not to oppose or take action to obstruct their use of, or the applications to register, the IP Rights by Assignee. Assignor will also not object to the use, filing and registration of the IP Rights as corporate name, trade name, domain name or trademark, or as part of such signs.

5. Transfer of Domain Names

Assignor agrees to proceed with the transfer of the Domain Name as indicated by Assignee or its representatives.

More particularly, Assignor undertakes *inter alia* to:

- Advise its administrative contact(s) that the Domain Names are being transferred, and verify that its administrative contact information is valid.
- If applicable, cancel its Protected Registration or Private Registration.
- Unlock the Domain Names.
- Request, obtain and transfer any authorization code that might be required to proceed with the transfer of the Domain Names

- Authorize the transfer of the Domain Names, and refrain from not accepting or denying the transfer request within the prescribed time period
- Forward any confirmation or any correspondence from any registrar or domain name provider regarding, concerning or otherwise related to the transfer.

All costs related to the transfer shall be borne by Assignee, upon receipt of the corresponding justifying document(s).

6. Confidentiality

No Party shall make (either during or after termination of this Agreement) any public announcement or public statement relating to this Agreement or refer to this Agreement in any printed or promotional material without the prior written consent of the other.

For the avoidance of doubt, all background information and know-how used in connection with the Agreement shall remain the property of the Party introducing the same. Background information shall be understood as any preliminary work in writing or in any other medium, referring to the present Agreement and for which one Party has been working on prior to the signing and enforcing of this Agreement.

Confidential Information disclosed by either Party (hereinafter to be referred to as "the Disclosing Party") to the other (hereinafter to be referred to as "the Receiving Party") which the Disclosing Party specifically designates in writing to be confidential prior to disclosure shall not be used by the Receiving Party without the consent of the Disclosing Party, other than for the performance of this Agreement.

The Receiving Party agrees to treat in confidence and not disclose any Confidential Information owned or supplied by the Disclosing Party unless otherwise agreed in writing by such Party.

This obligation of confidentiality shall not apply to any information:

- a) in the public domain at the time it was disclosed or which thereafter enters the public domain without breach of the terms of this Agreement;
- b) already known by the Receiving Party at the time of disclosure;
- c) which becomes known from a source other than the Disclosing Party without breach of the terms of this Agreement.

Letters, reports, phone calls or consultations may not be published in whole or in part by a Party without the prior agreement of the other Party.

The provisions of the following clauses shall remain binding upon the Parties after the expiry or any termination under this Agreement. Nothing contained in this clause shall prevent either Party from applying to the court for any injunction or other like remedy to restrain the other Party from committing any breach or anticipated breach of this Agreement and for consequential relief.

7. Price

The present assignment is granted for and in consideration of a global and overall price of USD 500,000- (five hundred thousand US Dollars) inclusive of taxes (if any). The payment modalities will be discussed and agreed between the parties under a separate agreement.

All sums payable by Assignee to Assignor under this Agreement shall be paid free and clear of all deductions, withholdings, set-offs or counterclaims whatsoever save only as may be required by law.

If any deduction or withholding is required by law, Assignee shall be obliged to pay to Assignor such sum as will after the deduction or withholding has been made leave Assignor with the same amount as it would have been entitled to receive in the absence of any requirement to make a deduction or withholding.

All amounts stated in this Agreement to be payable by Assignee to Assignor are exclusive of any applicable VAT. If Assignor is required by law to account for VAT on the supply for which the payment is the consideration, then:

- (a) when making the payment, Assignee must pay to Assignor, in addition to the amount stated, an amount equal to the applicable VAT; and
- (b) Assignor must provide a VAT invoice for the payment.

8. Representations, Warranties and Liabilities

Assignor represents and warrants that it is the sole registered owner of the Trademark Rights, free and clear of all liens, claims and assignments and that it has the authority to transfer the Domain Names.

Assignor represents and warrants that it is the sole and absolute owner of the Domain Names, free and clear of all liens, claims and assignments and that it has the authority to transfer the Domain Names.

Assignor does not give any warranty, representation or undertaking:

- a) as to the efficiency or usefulness of the IP Rights, or
- b) that the IP Rights are or will be valid or subsisting

Any possible annulment, in part or in whole, of the IP Rights will not lead to the resolution or nullification of the present agreement.

Assignee acknowledges that it has fully examined the IP Rights and it accepts any risks relating thereto, including but not limited to risks of invalidity or infringement.

Assignee explicitly recognizes to enter into this agreement on its own risks and perils, and acknowledges that, save as provided in this Agreement, Assignor gives no representation, warranty, indemnity or guaranty in respect of the IP Rights, and all the representations, warranties, indemnities and guarantees are excluded save to the extent such exclusion is prohibited by law.

9. Documentation

With the signature of this Agreement, Assignor declares to have provided Assignee with all the available and relevant documentation that is necessary for the enforcement of the rights, titles and interests as well as for the respect of the obligations hereunder assigned to Assignee.



10. Entire Agreement

The terms of this Agreement constitute the whole Agreement between the Parties in respect of the subject matter of this Agreement and supersede all prior representations, agreements, statements and/or undertakings whether oral or in writing.

The Parties further agree that no Party shall place any reliance whatsoever on any representations, agreements, statements or undertakings made prior to the Effective Date, whether oral or in writing, other than those which have been expressly incorporated in the Agreement.

11. Entry into force

This Agreement shall become effective when both Parties would have agreed to it, namely at the Effective Date.

12. Applicable law - Disputes

This Agreement shall be governed by and interpreted in accordance with the laws of Luxembourg.

In the event of any disputes as to the existence, validity, interpretation, performance and enforcement of this Agreement, the following procedure shall apply:

- a) The Parties shall convene a committee of two senior executives and two legal advisers, each Party appointing one senior executive and one legal adviser, within a fifteen-day period following a request for the convening of such committee by one of the Parties by registered letter with return receipt. Said committee shall have two months to draft a protocol stating either that the Parties have agreed to resolve the difficulty or that they remain in disagreement;
- b) The disagreement may then be brought before the District Court of Luxembourg.

13. General dispositions

Failure by a Party at any time to enforce a provision of this Agreement shall not be construed as a waiver by that Party of that Provision or in any way affect the validity of this Agreement in whole or in part.

If any provision of this Agreement is judicially declared to be invalid, unenforceable or void by a court of competent jurisdiction, such decision shall not have the effect of invalidating or voiding the remainder of this Agreement, and the part or parts of this Agreement so held to be invalid, unenforceable or void shall be deemed to have been deleted from this Agreement, and the remainder of this Agreement shall have the same force and effect as if such part or parts had never been included.

Any notice or other document required to be served under this Agreement must be served in writing and may be delivered by hand or courier or sent by airmail or answer-back facsimile to the parties to be served at the address appearing in this Agreement, or at such other addresses as may have been notified for this purpose in accordance with this clause and shall have effect on delivery (if delivery by hand), on the seventh working day after posting (if sent by post) or at that the date and time specified on the transmission report (if sent by fax). Any




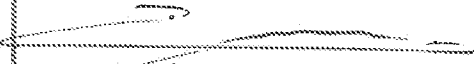
formal notice sent by facsimile should also be sent by post but the effective date of delivery is the date and time specified on the transmission report.

The Annexes of this Agreement form part of it.

No alteration, modification, amendment, addition, deletion or change to this Agreement shall be effective or binding unless and until such alterations, modifications, amendments, additions, deletions or changes are properly executed in writing by the both Parties.






The headings of this Agreement are solely for convenience or reference, and shall not be construed as having any bearing upon the interpretation or meaning of the provisions of this Agreement.

Done and executed in two originals in English language, one for each Party to this Agreement.






On behalf of BE SPORT Inc.	On behalf of BE SPORT IP & BRAND Sàrl
 Name: Anthony Leclerc Title/function: Gérant Date: 1/11/2021 Place: Luxembourg	 Name: M. Pierre-Paul BOEGEN Title/function: Gérant Date: 01/11/2021 Place: Luxembourg

Annex 1

- IP Rights -

Country	Title	Application	Registration	Renewal
Brazil	BE SPORT Class(es): 39	18.07.2014 907991955	27.12.2016 907991955	27.12.2026
Brazil	BE SPORT Class(es): 41	18.07.2014 907992072	27.12.2016 907992072	27.12.2026
Switzerland	BE SPORT Class(es): 25, 35, 41, 42, 45	25.04.2012 55019/2012	14.03.2013 640911	25.04.2022
China	BE SPORT Class(es): 38	22.07.2014 14852976	21.05.2016 14852976	20.05.2026
China	BE SPORT Class(es): 41	22.07.2014 14852975	07.01.2018 14852975	06.01.2028
European Union	BE SPORT Class(es): 25, 35, 41, 42, 45	25.04.2012 010836641	05.08.2015 010836641	25.04.2022
United Kingdom	BE SPORT Class(es): 25, 35, 41, 42, 45	25.04.2012 UK00910836641	05.08.2015 UK00910836641	25.04.2022
United States of America	BE SPORT Class(es): 25, 35, 41, 42, 45	01.09.2011 85413573	17.11.2015 4855868	17.11.2025
Brazil	BE SPORT  Class(es): 25	23.09.2016 911666974	18.12.2018 911666974	18.12.2028
Brazil	BE SPORT  Class(es): 35	23.09.2016 911667059	18.12.2018 911667059	18.12.2028
Brazil	BE SPORT  Class(es): 38	23.09.2016 911667113	16.04.2019 911667113	16.04.2029
Brazil	BE SPORT  Class(es): 41	23.09.2016 911667164	16.04.2019 911667164	16.04.2029
Brazil	BE SPORT 	23.09.2016 911667199	16.04.2019 911667199	16.04.2029



Country	Class(es)	Application	Registration	Renewal
	Class(es): 42			
Brazil	BE SPORT 	23.09.2016 911667237	16.04.2019 911667237	16.04.2029
	Class(es): 45			
Canada	BE SPORT 	23.09.2016 1801803	11.10.2019 TMA1058794	11.10.2029
	Class(es): 25, 35, 38, 41, 42, 45			
Switzerland	BE SPORT 	23.09.2016 61775/2016	19.05.2017 702424	23.09.2026
	Class(es): 25, 35, 38, 41, 42, 45			
European Union	BE SPORT 	23.09.2016 015860646	30.03.2017 015860646	23.09.2026
	Class(es): 25, 35, 38, 41, 42, 45			
United Kingdom	BE SPORT 	23.09.2016 UK00915860646	30.03.2017 UK00915860646	23.09.2026
	Class(es): 25, 35, 38, 41, 42, 45			
International	BE SPORT 	23.09.2016 1356487	23.09.2016 1356487	23.09.2026
	Class(es): 25, 35, 38, 41, 42, 45			
Registered: China				
Russian Federation	BE SPORT 	23.09.2016 2016735295	07.11.2017 634862	23.09.2026
	Class(es): 25, 35, 38, 41, 42, 45			
United States of America	BE SPORT 	23.03.2016 86950485	31.07.2018 5530704	31.07.2028
	Class(es): 25, 35, 38, 41, 42, 45			

Annex 2

- Domain Names -

besports.com
besport.fr
besports.fr
besports.com
besports.fr
bsport.com
bisport.com
Besportstories.com
Besportstory.com
Be-sport.com
Besportsnews.com
Besportnews.com
Besportgames.com
Besportsgames.com
Besportnetwork.com
Besportsnetwork.com
Besportwiki.com
Besports.wiki.com
Besportsblog.com
Besporttv.com
Besportstv.com
Besportv.com
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Besportscafe.com
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