

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM769762

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
CGI Racing Acquisition LLC		11/22/2022	Limited Liability Company:
RECEIVING PARTY DATA			
Name:	Motiv Servicing Company LLC		
Street Address:	5904 Warner Avenue		
Internal Address:	Unit 475		
City:	Huntington Beach		
State/Country:	CALIFORNIA		
Postal Code:	92649		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4613727	NEW JERSEY STATE TRIATHLON	
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:	dbarnes@barneslegal.net		
Correspondent Name:	Douglas Barnes		
Address Line 1:	11 Broadway, Suite #615		
Address Line 4:	New York, NEW YORK 10004		
NAME OF SUBMITTER:	Douglas Barnes		
SIGNATURE:	/Douglas Barnes/		
DATE SIGNED:	11/23/2022		
Total Attachments: 8			
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TRADEMARK ASSIGNMENT AGREEMENT

This TRADEMARK ASSIGNMENT AGREEMENT (this “Agreement”), dated as of the date last set forth below (the “Effective Date”), is made by and between CGI Racing Acquisition LLC, a Delaware limited liability company (“Assignor”), and Motiv Servicing Company LLC, a Delaware limited liability company (“Assignee”) (each, a “Party,” and together, the “Parties”).

WHEREAS, Assignor wishes to transfer to Assignee, and Assignee wishes to receive from Assignor, all of Assignor’s right, title, and interest in and to certain Trademarks (as defined below) and related rights, together with the goodwill connected with the use of and symbolized by such Trademarks, subject to the terms and conditions set forth herein; and

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

1. Assignment of Trademarks

Subject to the terms and conditions set forth herein, Assignor hereby irrevocably assigns, transfers, and conveys to Assignee, and Assignee hereby accepts, all of Assignor’s worldwide right, title, and interest in and to the following (collectively, “Acquired Rights”), together with the goodwill associated therewith and symbolized thereby:

- (a) the trademark “New Jersey State Triathlon” (the “Trademark”) and all of Assignor’s registrations, applications for registration, and renewals of such Trademarks (collectively, “Acquired Registrations”), as set forth in Schedule 1;
- (b) all claims and causes of action with respect to any of the foregoing, whether accruing before, on, or after the Effective Date, including all rights to and claims for damages, restitution, and injunctive and other legal and equitable relief for past, present and future infringement, dilution, violation, breach, or default; and
- (c) all other rights, privileges, and protections of any kind whatsoever of Assignor accruing under any of the foregoing provided by any applicable law, treaty, or other international convention throughout the world.

2. Further Assurances; Recordation

- (a) From and after the Effective Date, each of the Parties hereto shall execute and deliver such additional documents, instruments, conveyances, and assurances, and take such further actions as may be reasonably required to carry out the provisions hereof and give effect to the transactions contemplated by this Agreement and the documents to be delivered hereunder.
- (b) Without limiting the foregoing, Assignor shall execute and deliver to Assignee such assignments and other documents, certificates, and instruments of conveyance in a form satisfactory to Assignee and suitable for filing with the United States Patent and Trademark Office (“USPTO”) and the registries and other recording governmental authorities in all applicable jurisdictions (including with respect to legalization, notarization, apostille, certification, and other authentication) as necessary to record and perfect the Assignment, and to vest in Assignee all right, title, and interest in and to the

Acquired Rights in accordance with applicable law. As between Assignor and Assignee, Assignee shall be responsible, at Assignee's expense, for filing the Assignment, and other documents, certificates, and instruments of conveyance with the applicable governmental authorities; provided at Assignee's expense that Assignor shall take such steps and actions, and provide such cooperation and assistance, to Assignee 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 necessary to effect, evidence, or perfect the assignment of the Acquired Rights to Assignee, or any of Assignee's successors or assigns.

3. Assignor Representations and Warranties

Assignor represents and warrants to Assignee that:

- (a) the statements contained in this Section 3 are true and correct as of the Effective Date and do not contain any untrue statement of material fact or omit any material fact necessary to make the statements contained in this Section 3 not misleading under the circumstances under which they were made;
- (b) Assignor has the full right, power, and authority to enter into this Agreement and perform its obligations hereunder. The execution, delivery, and performance of this Agreement by Assignor have been duly authorized by all necessary organizational action of Assignor, and when executed and delivered by both parties, this Agreement will constitute a legal, valid, and binding obligation of Assignor, enforceable against Assignor in accordance with its terms and conditions;
- (c) the execution, delivery, and performance by Assignor of this Agreement, and the consummation of the transactions contemplated hereby, do not and will not:
 - (i) violate or conflict with the certificate of incorporation, by-laws, or other organizational documents of Assignor;
 - (ii) violate or conflict with any judgment, order, decree, statute, law, ordinance, rule, or regulation;
 - (iii) conflict with, or result in (with or without notice or lapse of time or both), any violation of or default under, or give rise to a right of termination, acceleration, or modification of any obligation or loss of any benefit under, any contract or other instrument to which this Agreement or any of the Acquired Rights are subject; or
 - (iv) result in the creation or imposition of any encumbrances on the Acquired Rights.
- (d) no consent, approval, waiver, or authorization is required to be obtained by Assignor from any person or entity (including any governmental authority) in connection with the execution, delivery, and performance by Assignor of this Agreement, or to enable Assignee to register, own, and use the Acquired Rights;
- (e) Assignor owns all right, title, and interest in and to the Acquired Rights, free and clear of liens, security interests, and other encumbrances. Assignor is in full compliance with all legal requirements applicable to the Acquired Rights and Assignor's ownership and use thereof;

- (f) Assignor has not entered into any licenses or similar contractual agreements, whether exclusive or nonexclusive, related to any of the Acquired Registrations;
- (g) Schedule 1 contains a correct, current and complete list of all registrations and applications for registration owned by Assignor with respect to the Acquired Registrations. As of the Effective Date, all required filings and fees related to the trademark registrations and applications listed on Schedule 1 have been timely filed with and paid to the USPTO and other relevant governmental authorities and authorized registrars, and all such trademark registrations and applications have at all times been and remain in good standing. Assignor has provided Assignee with true and complete copies of all documents, certificates, correspondence, and other materials related to all such trademark registrations and applications;
- (h) to Assignor's knowledge, the Acquired Rights are valid, subsisting, and enforceable in all applicable jurisdictions, and are not subject to any pending or threatened challenge or claim to the contrary. No event or circumstance (including any failure to exercise adequate quality control or any assignment in gross without the accompanying goodwill) has occurred or exists that has resulted in, or would reasonably be expected to result in, the abandonment of any Acquired Registrations;
- (i) the registration, ownership, and exercise of the Acquired Rights by Assignor do not and will not infringe or otherwise violate the intellectual property or other rights of any third party or violate any applicable regulation or law. To Assignor's knowledge, no person has infringed or otherwise violated, or is currently infringing or otherwise violating, any of the Acquired Rights;
- (j) there are no actions (including any opposition or cancellation proceedings) settled, pending, or, to Assignor's knowledge, threatened:
 - (i) alleging any infringement, misappropriation, dilution, or other violation of the intellectual property rights of any third party based on the use or exploitation of any Acquired Rights;
 - (ii) challenging the validity, enforceability, registrability, or ownership of any Acquired Rights or Assignor's rights with respect thereto; or
 - (iii) by Assignor or any third party alleging any infringement or other violation by any third party of any Acquired Rights.
- (k) except for the representations and warranties contained in this Section 3, Assignor has not made and makes no other express or implied representation or warranty, either oral or written, whether arising by law or otherwise, including with respect to the ownership, registration, validity, enforcement, or use of the Acquired Rights, all of which are expressly disclaimed.

4. Miscellaneous

- (a) All notices, requests, consents, claims, demands, waivers, and other communications hereunder shall be in writing and shall be sent to the respective parties at the following addresses or at such other address for a party as shall be specified in a notice given in accordance with this Section 4(a):

If to Assignor:	CGI Racing Acquisition LLC 3900 E Mexico Avenue Suite 1350 Denver, CO 80210 E-mail: nangio@motivsports.com Attention: Nicolas Angio
If to Assignee:	Motiv Servicing Company LLC 5904 Warner Avenue Unit 475 Huntington Beach, CA 92649 E-mail: nangio@motivsports.com Attention: Nicolas Angio

- (b) This Agreement and the documents to be delivered hereunder, and all related exhibits and schedules constitute the sole and entire agreement of the parties to this Agreement with respect to the subject matter contained herein and therein, and supersede all prior and contemporaneous understandings and agreements, both written and oral, with respect to such subject matter. In the event of any inconsistency between the statements in the body of this Agreement, the documents to be delivered hereunder, and the related exhibits and schedules (other than an exception expressly set forth as such in the related exhibits or schedules), the statements in the body of this Agreement shall control.
- (c) If any term or provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.
- (d) This Agreement shall be binding upon and shall inure to the benefit of the Parties hereto and their respective successors and assigns.
- (e) All matters arising out of or relating to this Agreement shall be governed by and construed in accordance with the internal laws of the State of New York without giving effect to any choice or conflict of law provision or rule. Any legal suit, action, or proceeding arising out of or relating to this Agreement or the transactions contemplated hereby shall be instituted in the federal courts of the United States of America or the courts of the State of New York in each case located in the City of New York and County of New York, and each Party irrevocably submits to the exclusive jurisdiction of such courts in any such legal suit, action, or proceeding.
- (f) This Agreement may only be amended, modified, or supplemented by an agreement in writing signed by each Party hereto.
- (g) No waiver by any Party of any of the provisions hereof shall be effective unless explicitly set forth in writing and signed by the Party so waiving. Except as otherwise set forth in this Agreement, no failure to exercise, or delay in exercising, any right, remedy, power, or privilege arising from this Agreement shall operate or be construed as a waiver thereof; and any single or partial exercise of any right, remedy, power, or privilege

hereunder shall not preclude any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege.

- (h) This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, email, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

(signature page follows)

IN WITNESS WHEREOF, Assignor has caused this Agreement to be executed as of the date set forth below.

CGI Racing Acquisition LLC

By: *Nicolas Angio*
Nicolas Angio (Nov 22, 2022 20:35 EST)
Name: Nicolas Angio
Title: CFO

Motiv Servicing Company LLC

By: *Nicolas Angio*
Nicolas Angio (Nov 22, 2022 20:35 EST)
Name: Nicolas Angio
Title: CFO

**SCHEDULE 1
REGISTRATIONS AND APPLICATIONS**

Trademark Registrations

Mark	Jurisdiction	Registration Number	Registration Date	Description of Goods/Services
New Jersey State Triathlon	United States	4613727	September 30, 2014	Organizing sporting events, namely triathlons