

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM792810

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Stands LLC		10/28/2022	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Lexington Baseball, LLC		
Street Address:	5016 Centennial Blvd.		
Internal Address:	201		
City:	Nashville		
State/Country:	TENNESSEE		
Postal Code:	37209		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 19			
Property Type	Number	Word Mark	
Registration Number:	2626490	L	
Registration Number:	2626489	L	
Registration Number:	2664406	L	
Registration Number:	3021298	L	
Registration Number:	2530759	LEGENDS	
Registration Number:	5020442	LEX	
Registration Number:	5286802	LEX	
Registration Number:	5084735	LEX	
Registration Number:	4954516	LEX LEGENDS	
Registration Number:	5084734	LEX LEGENDS	
Registration Number:	2533009	LEXINGTON LEGENDS	
Registration Number:	2636495	LEXINGTON LEGENDS	
Registration Number:	2666953	LEXINGTON LEGENDS	
Registration Number:	2714016	LEXINGTON LEGENDS	
Registration Number:	2636556	LEXINGTON LEGENDS PROFESSIONAL BASEBALL	
Registration Number:	2700926	LEXINGTON LEGENDS PROFESSIONAL BASEBALL	
Registration Number:	2700925	LEXINGTON LEGENDS PROFESSIONAL BASEBALL	
Registration Number:	2534916	LEXINGTON LEGENDS PROFESSIONAL BASEBALL	
TRADEMARK			

OP \$490.00 2626490

Property Type	Number	Word Mark
Registration Number:	5494843	

CORRESPONDENCE DATA

Fax Number: 5025610442

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.

Phone: 502-625-2865

Email: jdages@grayice.com

Correspondent Name: Joseph R. Dages

Address Line 1: 4600 Shelbyville Road

Address Line 2: #8022

Address Line 4: Louisville, KENTUCKY 40257

NAME OF SUBMITTER:	Joseph R. Dages
SIGNATURE:	/Joseph R. Dages/
DATE SIGNED:	03/08/2023

Total Attachments: 7

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INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT ("IP Assignment"), dated as of October 28, 2022 is made by Stands LLC, a Delaware limited liability company ("Seller"), located at 899 Cassatt Road, Suite 320, Berwyn PA 19312, in favor of Lexington Baseball, LLC, a Delaware limited liability company ("Buyer"), located at 5016 Centennial Blvd., 201 Nashville, TN 37209-1577, the purchaser of certain assets of Seller pursuant to that certain Asset Purchase Agreement, among Buyer, Seller and the other parties named therein, dated as of August 26, 2022, as amended by First Amendment, dated October 7, 2022 and further amended by Second Amendment, dated October 17, 2022 (collectively, the "Purchase Agreement").

WHEREAS, under the terms of the Purchase Agreement, Seller has conveyed, transferred, and assigned to Buyer, among other assets, certain intellectual property of Seller, and has agreed to execute and deliver this IP Assignment, for recording with the United States 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 conveys, transfers, and assigns to Buyer, and Buyer hereby accepts, all of Seller's right, title, and interest in and to the following (the "Assigned IP"):

(a) the trademark registrations and applications set forth on Exhibit A hereto and all issuances, extensions, and renewals thereof (the "Trademarks"), together with the goodwill of the business connected with the use of, and symbolized by, the Trademarks;

(b) the domains and social media accounts set forth on Exhibit B hereto;

(c) 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;

(d) any and all royalties, fees, income, payments, and other proceeds hereafter due or payable (or accruing on or subsequent to the date hereof) with respect to any and all of the foregoing; and

(e) 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 and the officials of corresponding entities or agencies in any applicable jurisdictions to record and register this IP Assignment upon request by Buyer. Following the date hereof,

upon Buyer's reasonable request, Seller shall take such steps and actions, and provide such reasonable cooperation and assistance to Buyer 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 IP to Buyer, or any assignee or successor thereto provided that Buyer, if it elects to record this IP Assignment, shall pay for any filing fees associated with recordation.

3. Terms of the Purchase Agreement. The parties hereto acknowledge and agree that this IP Assignment is entered into pursuant to the Purchase Agreement, to which reference is made for a further statement of the rights and obligations of Seller and Buyer with respect to the Assigned IP. The representations, warranties, covenants, agreements, and indemnities contained in the 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 Purchase Agreement and the terms hereof, the terms of the Purchase Agreement shall govern.

4. Counterparts. This IP 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 IP 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 IP Assignment.

5. Successors and Assigns. This IP 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 IP 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 IP 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 IP Assignment as of the date first above written.

SELLER:

STANDS LLC, a Delaware limited liability company

By: Andrew M. Shea

Andrew Shea

Its: Chief Executive Officer

Address for Notices:

899 Cassatt Road, Suite 320, Berwyn PA
19312 Attention: Stands LLC

BUYER:

LEXINGTON BASEBALL, LLC, a Delaware limited liability company

AGREED TO AND ACCEPTED:

By: _____

Nathan Lyons

Its: Manager

Address for Notices:

5016 Centennial Blvd., Suite 201
Nashville, TN 37209-1577
Attention: Nathan Lyons

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

SELLER:

STANDS LLC, a Delaware limited liability company

By: _____
Andrew Shea
Its: Chief Executive Officer

Address for Notices:
899 Cassatt Road, Suite 320, Berwyn PA
19312 Attention: Stands LLC

BUYER:

LEXINGTON BASEBALL, LLC, a Delaware limited liability company






AGREED TO AND ACCEPTED:



By: _____
Nathan Lyons
Its: Manager





Address for Notices:
5016 Centennial Blvd., Suite 201
Nashville, TN 37209-1577
Attention: Nathan Lyons

EXHIBIT A

ASSIGNED TRADEMARK REGISTRATIONS AND APPLICATIONS

Mark	Country	App. Date	App. No.	Reg. Date	Reg. No.	Status	Goods/Services by Class
	UNITED STATES	5/16/2001	76/257,386	9/24/2002	2,626,490	REGISTERED	16 - posters, sports trading cards, stationery, pens, pencils, bumper stickers, bookmarks, score books, calendars, greeting cards, decals, memo pads, and postcards
	UNITED STATES	5/16/2001	76/257,385	9/24/2002	2,626,489	REGISTERED	28 - baseballs, baseball bats, stuffed toys, baseball bases, yo-yo's, Christmas tree ornaments, toy figures, board games, and card games
	UNITED STATES	5/16/2001	76/257,387	12/17/2002	2,664,406	REGISTERED	41 - entertainment in the nature of professional baseball games
	UNITED STATES	5/16/2001	76/257,384	11/29/2005	3,021,298	REGISTERED	25 - clothing, namely, shirts, hats, baseball caps
LEGENDS	UNITED STATES	6/12/2000	76/067,922	1/15/2002	2,530,759	REGISTERED	41 - entertainment in the nature of professional baseball games
LEX	UNITED STATES	7/16/2015	86/695,304	8/16/2016	5,020,442	REGISTERED	041 - Entertainment in the nature of professional baseball games
	UNITED STATES	7/16/2015	86/695,655	9/12/2017	5,286,802	REGISTERED	025 - Baseball caps; Caps; Hats; Shirts 041 - Entertainment in the nature of professional baseball games

Mark	Country	App. Date	App. No.	Reg. Date	Reg. No.	Status	Goods/Services by Class
	UNITED STATES	7/16/2015	86/695,324	11/22/2016	5,084,735	REGISTERED	016 - Decals; Decorative decals for vehicle windows 025 - Baseball caps; Caps; Hats; Sweatshirts; T-shirts 028 - Baseballs; Bobblehead dolls; Dolls; Modeled plastic toy figurines 041 - Entertainment in the nature of professional baseball games
LEX LEGENDS	UNITED STATES	7/16/2015	86/695,312	5/10/2016	4,954,516	REGISTERED	016 - Baseball cards; Decals; Decorative decals for vehicle windows 025 - Baseball caps; Caps; Hats; Shirts; T-shirts 028 - Baseball bats; Baseballs; Bobblehead dolls; Dolls; Modeled plastic toy figurines 041 - Entertainment in the nature of professional baseball games
	UNITED STATES	7/16/2015	86/695,318	11/22/2016	5,084,734	REGISTERED	016 - Baseball cards; Decals; Decorative decals for vehicle windows 025 - Baseball caps; Caps; Hats; Hooded sweat shirts; Pants; Shirts; Sweat pants; Sweat shirts; Sweatbands; T-shirts 028 - Baseball bats; Baseballs; Bobblehead dolls; Dolls; Modeled plastic toy figurines 041 - Entertainment in the nature of professional baseball games
LEXINGTON LEGENDS	UNITED STATES	6/12/2000	76/067,923	1/22/2002	2,533,009	REGISTERED	41 - entertainment in the nature of professional baseball games
LEXINGTON LEGENDS	UNITED STATES	6/12/2000	76/067,919	10/15/2002	2,636,495	REGISTERED	16 - posters, sports trading cards, stationery, bumper stickers, bookmarks, score books, calendars, greeting cards, decals, memo pads, and postcards
LEXINGTON LEGENDS	UNITED STATES	6/12/2000	76/067,920	12/24/2002	2,666,953	REGISTERED	25 - clothing, namely, shirts, pants, hats, visors, baseball caps, shorts, athletic uniforms, socks, jackets, neckwear, footwear, sleepwear
LEXINGTON LEGENDS	UNITED STATES	6/12/2000	76/067,921	5/6/2003	2,714,016	REGISTERED	28 - baseballs, baseball bats, stuffed toys and Christmas tree ornaments which are sold in connection with the promotion of a professional baseball club

Mark	Country	App. Date	App. No.	Reg. Date	Reg. No.	Status	Goods/Services by Class
	UNITED STATES	7/24/2000	76/094,034	10/15/2002	2,636,556	REGISTERED	16 - posters, sports trading cards, stationery, bumper stickers, bookmarks, score cards, programs, roster inserts, media guides, calendars, greeting cards, decals, memo pads, and postcards
	UNITED STATES	7/24/2000	76/094,035	3/25/2003	2,700,926	REGISTERED	25 - clothing, namely, shirts, pants, headwear, shorts, jackets, sleepwear, loungewear
	UNITED STATES	7/24/2000	76/094,033	3/25/2003	2,700,925	REGISTERED	28 - baseballs, baseball bats, miniature baseball bats, and stuffed toys which are sold in connection with the promotion of a professional baseball club
	UNITED STATES	7/25/2000	76/095,413	1/29/2002	2,534,916	REGISTERED	41 - entertainment in the nature of professional baseball games


Mark	Country	App. Date	App. No.	Reg. Date	Reg. No.	Status	Goods/Services by Class
	UNITED STATES	7/16/2015	86/695,581	6/19/2018	5,494,843	REGISTERED	016 - Baseball cards; Decals; Decorative decals for vehicle windows 028 - Baseball bats; Baseballs; Bobblehead dolls; Dolls; Modeled plastic toy figurines 041 - Entertainment in the nature of professional baseball games

EXHIBIT B

DOMAINS AND SOCIAL MEDIA ACCOUNTS

1. Lexingtonlegends.com
2. Lexingtonlegends.net
3. Lexingtonlegends.org
4. <https://www.facebook.com/LexLegends/>
5. <https://www.instagram.com/lexingtonlegends/>
6. <https://www.tiktok.com/@lexingtonlegends>
7. <https://twitter.com/LexingtonLegend>
8. https://www.youtube.com/channel/UCpv5nNcco-rdTP0IDPba_sA