

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM800161

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
CLEVER TRAINING OPERATING CO, LLC		02/13/2023	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	54 GLEN COVE REALTY, LLC		
Street Address:	1870 BATH AVENUE		
City:	BROOKLYN		
State/Country:	NEW YORK		
Postal Code:	11214		
Entity Type:	Limited Liability Company: NEW YORK		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	4236890	CLEVER TRAINING	
Registration Number:	4236910	CLEVER TRAINING	
Registration Number:	4486596	SURF OUTFITTER	
Registration Number:	4747023		
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:	(212) 682-5327		
Email:	cchen@archerlaw.com		
Correspondent Name:	Corinne Chen		
Address Line 1:	1211 Avenue of the Americas		
Address Line 2:	Suite 2750		
Address Line 4:	New York, NEW YORK 10036		
NAME OF SUBMITTER:	Corinne Chen		
SIGNATURE:	/Corinne Chen/		
DATE SIGNED:	04/03/2023		
Total Attachments: 6			
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INTELLECTUAL PROPERTY BILL OF SALE AND ASSIGNMENT AGREEMENT

THIS INTELLECTUAL PROPERTY BILL OF SALE AND ASSIGNMENT AGREEMENT (this “**Bill of Sale and Assignment**”), dated as of February 13, 2023 (the “**Effective Date**”), is entered into by and between 54 Glen Cove Realty LLC (together with its affiliates and assignees, “**Assignee**”) and Clever Training Operating Co., LLC, a Delaware limited liability company (“**Assignor**”). Capitalized terms used but not otherwise defined herein shall have the respective meanings set forth in that certain Asset Purchase Agreement dated as of February 13, 2023 by and between Assignor and Assignee (“**APA**”). Hereinafter, Assignor and Assignee, may be referred to individually as a “**Party**”, and collectively as the “**Parties**”.

RECITALS

WHEREAS, pursuant to the APA, Assignor has agreed to sell, assign, convey, transfer and deliver to Assignee, and Assignee has agreed to purchase and acquire from Assignor, certain rights, title, claims, and interests in and to the intellectual property rights (“**IP**”) owned by the Estate (as defined in the APA) and as listed on **Schedule A** hereto.

WHEREAS, pursuant to the APA, Assignor has agreed to execute this Bill of Sale and Assignment in order to effectively assign, transfer, and convey to Assignee such assets.

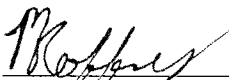
NOW THEREFORE, in consideration of the foregoing and the representations, warranties and agreements herein set forth, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee, intending to be legally bound, hereby agree as follows:

8. Assignment of Intellectual Property Rights. Upon the terms set forth in the APA, Assignor hereby irrevocably sells, conveys, assigns, transfers, delivers and sets over to Assignee and its successors and assigns all of the Assignor’s right, title, claim, and interest in and to any and all of the IP, and including all goodwill associated therewith and all income and royalties hereafter due or payable to Assignor with respect to the IP, to be held and enjoyed by Assignee for its own use and benefit and for the use and benefit of its subsidiaries, affiliates, successors, assigns, licensees and legal representatives, including all rights to sue for any past infringement or unauthorized use of any of the foregoing and to recover all damages therefrom for its own use and behalf and for the use and behalf of its successors and assigns or other legal representatives as such rights would have been held and enjoyed by Assignor had this Bill of Sale and Assignment not been made (including, without limitation, the right to renew and/or apply for trademark and/or service mark registrations within or outside the United States based in whole or in part upon the IP, and including any priority right that may have arisen from Assignor’s use of the IP and/or prior ownership of the registration of the IP). In order to enable the use by Assignee of the website names and addresses set forth on **Schedule 2.1(a) of the APA (“Domain Names”)**, Assignor agrees to also assign the content within the websites and provide Assignee, on the Effective Date, with any account information with which the Domain Names are registered, including any user names and passwords relating thereto, as well as any technical specifications/capabilities created for the websites.
9. Authorization. Assignor authorizes and requests the United States Commissioner of Patents and Trademarks and any other official throughout the world whose duty is to register and record ownership in the IP, to record Assignee as the assignee and owner of any and all of Assignor’s rights in the IP.

10. Further Assurances. Assignor and Assignee agree to execute and deliver such other assignment agreements and other instruments of conveyance and assignment and will do such other acts and things, at the requesting Party's expense, in each case as that Party may reasonably request, as shall be reasonably necessary to vest in Assignee such title to such IP, to transfer the Domain Names and to fulfill and discharge each Party's obligations of conveyance and discharge hereunder and under the APA. The Parties agree to develop and implement a plan to transfer all the IP using the appropriate personnel designated by each Party. Assignor acknowledges and agrees that it will take all reasonably necessary steps to protect and maintain the goodwill associated with the IP prior to Closing and will refrain from any actions that would materially impair the goodwill associated with the IP post-Closing.
11. Governing Law. This Bill of Sale and Assignment shall be governed by and construed and enforced in accordance with the laws of the State of Delaware without giving effect to conflict of law provisions thereof.
12. Purchase Agreement. This Bill of Sale and Assignment is executed and delivered pursuant to Section 2 of the APA, and is subject to the terms of the APA, and nothing contained herein is intended to alter, modify, expand or diminish the terms set forth in the APA.
13. Counterparts. This Bill of Sale and Assignment may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Copies (including delivery by facsimile, electronic mail (PDF) or other electronic transmission or original) of signatures to this Bill of Sale and Assignment shall be deemed to be originals and shall be binding to the same extent as original signatures.
14. Severability. Each provision of this Bill of Sale and Assignment is intended to be severable. If any term or provision hereof is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the legality or validity of the remainder of the Bill of Sale and Assignment.

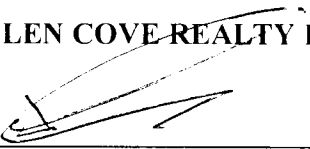
IN WITNESS WHEREOF, the Parties hereto have executed this Bill of Sale and Assignment as of the date first written above.

ASSIGNOR:

By: 
Name: Mark Coffey
Title: CEO

ASSIGNEE:

54 GLEN COVE REALTY LLC

By: 
Name: Albert Fouerti
Title: CEO

Schedule 2.1(a)
Intellectual Property


(Trademarks)

(Olympia Sports) *


Trademark	Serial Number	Registration Number	Status
OLYMPIA EDGE trademark	78878993	3535524	LIVE
Common Law Trademarks			

*Olympia trademarks are subject to agreements with various states as set forth more fully in the *Settlement Agreement Dated January 25, 2008*, as amended.

(Clever Training)

Trademark	Serial Number	Registration Number	Status
CLEVER TRAINING wordmark	85565426	4236890	LIVE
CLEVER TRAINING & Design Mark 	85566932	4236910	LIVE

(Surf Outfitter)

Trademark	Serial Number	Registration Number	Status
SURF OUTFITTERS wordmark	86020208	4486596	LIVE
SURF OUTFITTER Design Mark 	86402110	4747023	LIVE

(Domain Names)

(Olympia Sports)

olympiasports.net

(Clever Training)

clevertraining.co.uk
clevertraining.com

(Surf Outfitter)

surfoutfitter.com

(Other)

bluemile.com
brooklynhalf.com
runcolorado.com
runningfit.com
searchrunningshoes.com
accessories-buy.com
accessoriesbuy.com
apparel-buy.com
bag-buy.com
bagbuy.com
bags-buy.com
bagsbuy.biz
bagsbuy.co.uk
bagsbuy.com
bagsbuy.info
bagsbuy.net
bagsbuy.org
clothesbuy.co.uk
clothesbuy.com
clothesbuy.net
clothesbuy.org
discountsbuy.com
footwear-buy.com
footwearbuy.com
handbag-buy.com
handbagbuy.com
handbags-buy.com

handbagsbuy.com
luggage-buy.com
luggagebuy.com
nflbuy.com
outletbuy.com
outletsbuy.com
plumbpear.com
productexpress.com
shoedeal.com
shoedeal.info
shoedeal.net
shoedeal.org
shoeglobe.com
shoesusa.us
socksbuy.com
sportsapparel-buy.com
sportsapparelbuy.com
tredsafe.shoes
tredsafefootwear.com

(Other Assets)

(Olympia Sports)

Olympia Sports Vendor Contact List
Olympia Sports Owned Image Library

(Clever Training)

Clever Training Owned Image Library

Schedule 2.1(b)
Customer Data

(Olympia Sports)

A buyer of Olympia's customer database will receive a total of approximately 640,000.00 customer files and associated transaction data.

(Clever Training)

A buyer of Clever's customer database will receive a total of 96,700.00 customer files and associated transaction data.

* All customer counts are as of September 30, 2022.