

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM807594

SUBMISSION TYPE:	RESUBMISSION		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
RESUBMIT DOCUMENT ID:	900764644		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Baseball Like It Oughta Be, LLC	FORMERLY Kenosha Kingfish	04/19/2022	Limited Liability Company: WISCONSIN
RECEIVING PARTY DATA			
Name:	Let's Play Two, LLC		
Doing Business As:	DBA Kenosha Kingfish		
Street Address:	7817 Sheridan Rd.		
City:	Kenosha		
State/Country:	WISCONSIN		
Postal Code:	53143		
Entity Type:	Limited Liability Company: WISCONSIN		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4807111	KENOSHA KINGFISH	
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:	303-378-2576		
Email:	michael@zfcdenver.com		
Correspondent Name:	Michael A Zoellner		
Address Line 1:	1133 14th Street		
Address Line 2:	Unit 3000		
Address Line 4:	Denver, COLORADO 80202		
NAME OF SUBMITTER:	Michael Zoellner		
SIGNATURE:	/Michael Zoellner/		
DATE SIGNED:	05/03/2023		
Total Attachments: 13			
source=Kingfish Trademark Goodwill Statement#page1.tif			
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source=2a Bill of Sale Purchased Assets#page1.tif
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TRADEMARK ASSIGNMENT AND TRANSFER OF GOODWILL AGREEMENT

This Trademark Assignment and Goodwill Statement (the "Agreement") is entered into as of April 19, 2022, by and between Baseball Like It Oughta Be, LLC, a Wisconsin Limited Liability Company ("Assignor"), and Let's Play Two, LLC, a Wisconsin Limited Liability Company ("Assignee").

BACKGROUND STATEMENTS

- A. WHEREAS, Assignor owns and/or has the right to use the trademark identified below (the "Trademark"), and desires to assign and transfer to Assignee all of its rights, title, and interest in and to the Trademark, including the goodwill associated therewith;
- B. NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

AGREEMENT

Assignor hereby assigns, transfers, and conveys to Assignee, its successors and assigns, the following:

1. Transfer of Goodwill

(a) All property, right, title, and interest in and to the Trademark **KENOSHA KINGFISH, Registration Number: 4807111** with the United States Patent and Trademark Office, including all common law rights connected therein together with the registrations thereof for the United States and throughout the world, together with the goodwill of the business in connection with which the Trademark is used and which is symbolized by the Trademark;

(b) All income, royalties, and damages hereafter due or payable to Assignor with respect to the Trademark, including without limitation, damages, and payments for past or future infringements and misappropriations of the Trademark; and

(c) All rights to sue for past, present, and future infringements or misappropriations of the Trademark.

2. Execution and Recordation

Assignor and Assignee shall execute and deliver any additional documents or instruments that may be necessary or appropriate to evidence and effectuate the assignment of the Trademark and the goodwill associated therewith. Assignee shall be responsible for recording this Agreement with the United States Patent and Trademark Office (USPTO) and for paying any fees associated therewith.

3. Representations and Warranties

Assignor represents and warrants that Assignor has the full right, power, and authority to enter into this Agreement and to assign and transfer the Trademark and the goodwill associated therewith to Assignee.

4. Miscellaneous

This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns. This Agreement may be executed in counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument. This Agreement shall be governed by and construed in accordance with the laws of the State of Wisconsin, without regard to its principles of conflicts of laws.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the Effective Date.

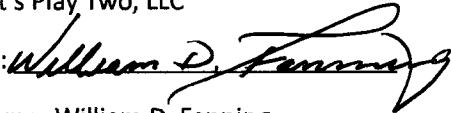
Baseball Like It Oughta Be, LLC

By:  _____

Name: Joel Vern Stenman

Title: President

Let's Play Two, LLC

By:  _____

Name: William D. Fanning

Title: Managing Member

BILL OF SALE

Pursuant to that certain Asset Purchase Agreement, dated as of February 25, 2022 (the "Purchase Agreement"), by and between Let's Play Two, LLC, a Wisconsin limited liability company ("Buyer"), Baseball Like It Oughta Be, LLC DBA Kenosha Kingfish ("Seller"), Conor Caloia, an individual ("Mr. Caloia"), Joel Vern Stenman, an individual ("Mr. Stenman"), and Steve Schmitt, an individual ("Mr. Schmitt"), for and in consideration of the premises and mutual agreements contained in the Purchase Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller hereby grants, sells, conveys, transfers, assigns, delivers unto, sets over, and vests in Buyer, upon the Closing, all of Seller's right, title and interest (legal and equitable) in the Purchased Assets, free and clear of all encumbrances;

TO HAVE AND TO HOLD all and singular the purchased Assets for Buyer's own use forever, and Seller warrants title to the Purchased Assets unto Buyer to the extent represented and warranted in the Purchase Agreement.

Except as otherwise defined herein, capitalized terms used in this Bill of Sale shall have the meanings ascribed to such terms in the Purchase Agreement.

This Bill of Sale is subject to all the terms and conditions of the Purchase Agreement. No provision of this Bill of Sale shall be deemed to enlarge, alter, or amend the terms or provisions of the Purchase Agreement or constitute a waiver or release by Seller or Buyer of any liabilities imposed on such parties by the terms of the Purchase Agreement, including, without limitation, the representations and warranties contained therein, which shall not merge into but shall survive this Bill of Sale and continue in full force and effect for the applicable periods set forth in the Purchase Agreement. Notwithstanding anything to the contrary set forth herein, if there is any conflict between the terms and conditions of this Bill of Sale and the terms and conditions of the Purchase Agreement, the terms and conditions of the Purchase Agreement shall control.

This instrument shall be binding upon Seller and its successors and assigns, and shall inure to the benefit of Buyer and its successors and assigns.

This Bill of Sale shall be governed by, and construed in accordance with, the internal laws of the State of Wisconsin, without giving effect to any choice of law or conflict of law provision or rule that would cause the application of the laws of any jurisdiction other than the State of Wisconsin.

This Bill of Sale may be executed in counterparts (delivery of which may occur via facsimile or electronic mail), each of which shall be binding as of the Effective Time, and all of which shall constitute one and the same instrument. Each such copy shall be deemed an original, and it shall not be necessary in making proof of this instrument to produce or account for more than one such counterpart.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, Seller has caused this Bill of Sale to be executed by its duly authorized officer as of this 19th day of April, 2022.

SELLER:

Baseball Like It Oughta Be, LLC

By: Joel Vern Stenman
Name: Joel Vern Stenman
Title: President

ACKNOWLEDGED AND ACCEPTED:

BUYER:

Let's Play Two, LLC

By: William D. Fawcett
Name: William D. Fawcett
Title: Member

SCHEDULE 2.1(a)

Purchased Assets - Kenosha Kingfish baseball club

<u>Description</u>	<u>Placed in service</u>	<u>Current Value</u>
Office MFP - Konica Minolta BizHub C280	11/15/2013	250
Boat	10/31/2014	18,185
Ticket Printers	4/13/2015	700
16' Shelter Table Frame	4/23/2015	1,364
Chairs	4/27/2015	344
Tables	4/27/2015	188
Prize Wheel	5/31/2015	719
Blue Pod	8/18/2016	545
Bobblehead Ringtoss	3/6/2017	813
Janam Technologies (mobile devices)	6/5/2017	912
Replacement Tent	6/21/2021	2,329
Bowling Lane	6/22/2021	9,714
Square Terminal (POS) QTY 18	4/15/2021	5,110
Barcode Scanners (Tickets) QTY 4	4/15/2021	2,666
Field Tarp (Tarpsplus.com)	4/15/2022	6,197
Dell Desktop Computer (for Graphic Design)	2/15/2022	1,160
24" Gas Griddle and Radiant Charbroiler	4/1/2022	4,847
New Fishbowl 40' by 20' Tent (Home Depot)	4/15/2022	1,002
Office/Press Box desktop computers (QTY 8)	Unknown	4,000
Office/Press Box laptop computers (QTY 4)	Unknown	2,000
Mascot Costume	Unknown	2,000
FanZone inflatable	Unknown	1,789
Team equipment (bats, balls, helmets, etc)	Unknown	9,976
		<u>74,810</u>
<u>Intangible assets</u>		
Registered Kingfish Logo	9/8/2015	
Kenosha Kingfish Name (Unregistered)		
Business Marks		
<u>Projects anticipated to be complete prior to closing:</u>		
New Fishbowl 40' by 20' Tent (Home Depot)	Ordered - arrive April 8	1,002
New Tarp	Arrived	6,137
New Flat Top Grill	Arrived & installed by april 19	5,000
New inflatable Bambino Bounce House	ordered & paid - arrive May	3,000
Heating and AC (Lee Mechanical)	April 18th, 2022	26,851
		<u>41,990</u>
<u>Projects anticipated to be complete or billed after closing:</u>		
Playing Field Improvements (Midwest Fields)	Weather dependent	22,500
Netting Repairs behind home plate (Camosy)	done	2,000
Stabilize Center Field Camera (Camosy)	May	5,500
Safety Netting down lines in front of stands (Camosy)	May	3,200
		<u>33,200</u>
<u>Total personal property</u>		<u>150,000</u>
Goodwill/Going Concern Value		1,725,000
Territory Rights/Non-compete Agreement		125,000
Total Purchase Value		<u>2,000,000</u>

TRADEMARK

REEL: 008058 FRAME: 0221

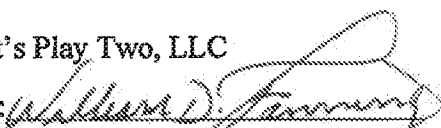
CLOSING STATEMENT

The attached Closing Statement, prepared pursuant to that certain Asset Purchase Agreement, dated as of February 25, 2022 (the "Purchase Agreement"), by and between Let's Play Two, LLC, a Wisconsin limited liability company ("Buyer"), Baseball Like It Oughta Be, LLC, DBA Kenosha Kingfish ("Seller"), Conor Caloia, an individual ("Mr. Caloia"), Joel Vern Stenman, an individual ("Mr. Stenman"), and Steve Schmitt, an individual ("Mr. Schmitt"), is hereby approved.

Dated April 19th, 2022

BUYER:

Let's Play Two, LLC

By: 

Name: William D. Fawcett

Title: Member

SELLER:

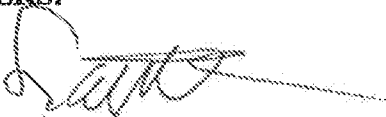
Baseball Like It Oughta Be, LLC

By: 

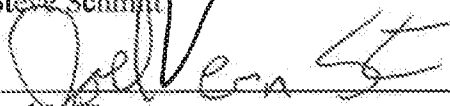
Name: Joel Vern Stenman

Title: President

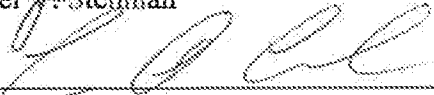
MEMBERS:



Steve Schmitt



Joel Vern Stenman



Conor Caloia

SETTLEMENT STATEMENT
 Kenosha Kingfish baseball team
 Seller: Baseball Like It Oughta Be, LLC
 Buyer: Let's Play Two, LLC

Purchase
 Agmt
 Reference

BUYER

SELLER

	BUYER		SELLER	
	Debit	Credit	Debit	Credit
Purchase Price	2,000,000			2,000,000
	Provisions:			
§2.3(b)(i) Personal property taxes (credit to buyer for Jan. 1 through closing)		470	470	
§2.3(b)(ii) Sponsorship revenue from Lee Plumbing & TwinDisc. Amount per agreement		47,242	47,242	
§2.3(b)(iii) 2022 revenue through closing, in-excess of operating expenses. Credit to buyer		74,192	74,192	
§2.3(b)(vii) Seller pays any league transfer fees directly to the NWL.		(POC)	(POC)	
§2.3(b)(viii) Buyer credit to seller for portion of termination fee paid to the NWL.	53,130			53,130
§2.3(b)(ix) Credit to buyer for incomplete "deferred maintenance"; all other capital improvements required of Seller completed prior to closing.		38,000	38,000	
§4.18 Seller pays any broker, agent or finder commission other than to agents retained by Buyer		(POC)	(POC)	
§6.5(a) Credit to Seller for Liquor License/Cabaret License application fee paid by Seller on behalf of Buyer	654			654
Funds withheld pending proof of release of UCC Lien on collateral from SBA EIDL Loan #7410376502		100,000	100,000	
Wire from Let's Play Two, LLC to Baseball Like It Oughta Be, LLC				
	2,053,784	259,804	259,804	2,053,784
		1,793,880	1,793,880	
	2,053,784	2,053,784	2,053,784	2,053,784

Agreed and Accepted:

Buyer: Let's Play Two, LLC
 By: *William D. Fanning*
 Name: William D. Fanning
 Title: Member
 Date: 04/19/2022
 Seller: Baseball Like It Oughta Be LLC
 By: *Joel Vern St*
 Name: Joel Vern Stearns
 Title: President
 Date: April 18, 2022
 Members:
Steve Schmitt
 Steve Schmitt
Joel Vern St
 Joel V. Stearns
Conor Galois
 Conor Galois

1.1 DISCLOSURE SCHEDULE Date: April 15, 2022

Note: Capitalized terms used herein shall have the meaning ascribed to them in that certain Asset Purchase Agreement dated February 25, 2022 (the "Purchase Agreement"), among Let's Play Two, LLC ("Buyer"), Baseball Like It Oughta Be, LLC DBA Kenosha Kingfish ("Seller"), Conor Caloia, Joel Vern Stenman, and Steve Schmitt.

Material Events:

Inside Ticket Sales Representative, Max Kupfer, quit February 4, 2022 to accept a similar position with the Chicago Blackhawks. The team hired a replacement, Spencer Roberts as of April 1, 2022.

Director of Food & Beverage, Daniel Beck, quit April 8, 2022. The team is currently soliciting a replacement.

SCHEDULE 2.1(a)

Purchased Assets - Kenosha Kingfish baseball club

Description	Placed in service	Current Value
Office MFP - Konica Minolta BizHub C280	11/15/2013	250
Boat	10/31/2014	16,185
Ticket Printers	4/13/2015	700
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Mascot Costume	Unknown	2,000
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Team equipment (bats, balls, helmets, etc)	Unknown	9,976
		74,810
Intangible assets		
Registered Kingfish Logo	9/8/2015	
Kenosha Kingfish Name (Unregistered)		
Business Marks		
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Heating and AC (Lee Mechanical)	April 18th, 2022	26,851
		41,990
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Stabilize Center Field Camera (Camosy)	May	5,500
Safety Netting down lines in front of stands (Camosy)	May	3,200
		33,200
Total personal property		150,000
Goodwill/Going Concern Value		1,725,000
Territory Rights/Non-compete Agreement		125,000
Total Purchase Value		2,000,000

SCHEDULE 2.3

ALLOCATION OF PURCHASE PRICE

Equipment	\$ 150,000.00
Goodwill/Going Concern Value	\$ 1,725,000.00
Territory Rights/Non-compete Agreement	\$ 125,000.00

Exhibit 3.2(a)

BILL OF SALE

(See attached.)

EXHIBIT 3.2(a)

BILL OF SALE AND ASSIGNMENT

(See attached.)

SCHEDULE 4.7

TRADEMARKS AND BUSINESS MARKS

The following Seller trademarks and business marks are by this Agreement sold to the Buyer in accord with the provisions of Section 4.7:

"Kenosha Kingfish" - unregistered with the United States Patent and Trademark Office ("USPTO").

"Baseball Like It Oughta Be, LLC" - unregistered with the USPTO.

"Kingfish Baseball" - unregistered with the USPTO.

"Kingfish" (used in connection with any baseball or other sports team) - unregistered with the USPTO.

"@KenoshaKingfish" Twitter handle.

"www.northwoodsleague.com/kenosha-kingfish/" domain name

"kenoshakingfish.com" domain name

"kingfishbaseball.com" domain name

Kenosha Kingfish Logo, US Patent and Trademark Office Reg. No. 4,807,111 registered Sept. 8, 2015