TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2

ETAS ID: TM814832

SUBMISSION TYPE:	NEW ASSIGNMENT
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NATURE OF CONVEYANCE: ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Andrew Hill		03/23/2023	INDIVIDUAL:
Chade Nelson		03/23/2023	INDIVIDUAL:

RECEIVING PARTY DATA

Name:	Boardline Academy
Street Address:	17319 San Predro Avenue, Suite 318
City:	San Antonio
State/Country:	TEXAS
Postal Code:	78232
Entity Type:	Limited Liability Company: TEXAS

PROPERTY NUMBERS Total: 2

Property Type	Number	Word Mark
Registration Number:	6052930	BOARDLINE ACADEMY
Registration Number:	6078654	BOARDLINE ACADEMY

CORRESPONDENCE DATA

Fax Number:

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: 732-444-6303

Email: istone@stoneslaw.net

Correspondent Name: Jason D. Stone Address Line 1: 18 Robbins Street

Address Line 2: Floor 2

Address Line 4: Toms River, NEW JERSEY 08753

NAME OF SUBMITTER:	ANDREW HILL
SIGNATURE:	/ANDREW HILL/
DATE SIGNED:	06/02/2023

Total Attachments: 3

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> **TRADEMARK** REEL: 008091 FRAME: 0039

TRADEMARK ASSIGNMENT AGREEMENT

This TRADEMARK ASSIGNMENT AGREEMENT ("**Trademark Assignment**"), dated as of March 23, 2023, is made by Andrew Hill and Chade Nelson, ("**Seller**"), Both Individuals, located at 17319 San Pedro Suite 318, San Antonio, TX 78232, in favor of Boardline Academy ("**Buyer**"), a Texas Limited Liability Company, located at 17319 San Pedro Avenue, Suite 318, San Antonio TX 78232.

WHEREAS, the intellectual property assets of the Seller are being assigned to the Buyer, Seller has conveyed, transferred, and assigned to Buyer, among other assets, certain intellectual property of Seller, and has agreed to execute and deliver this Trademark Assignment, for recording with the United States Patent and Trademark Office;

NOW THEREFORE, the Seller agrees as follows:

- 1. <u>Assignment</u>. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller hereby irrevocably conveys, transfers, and assigns to Buyer, all of Seller's right, title, and interest in and to the following:
 - (a) the trademark registrations and trademark applications set forth on Schedule 1 hereto and all issuances, extensions, and renewals thereof (the "Assigned Trademarks"), together with the goodwill of the business connected with the use of, and symbolized by, the Assigned Trademarks;
 - (b) 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;
 - (c) any and all royalties, fees, income, payments, and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and
 - (d) 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 in the United States Patent and Trademark Office to record and register this Trademark Assignment upon request by Buyer. Following the date hereof. Seller shall take such steps and actions, and provide such 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 Trademarks to Buyer, or any assignee or successor thereto.

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- 3. <u>Counterparts</u>. This Trademark 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 Trademark 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 Trademark Assignment.
- 4. <u>Successors and Assigns</u>. This Trademark Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.
- 5. Governing Law. This Trademark 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 Trademark 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 Texas, without giving effect to any choice or conflict of law provision or rule (whether of the State of Texas or any other jurisdiction).

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

Andrew Hill

Chade Nelson

SCHEDULE 1

Assigned Trademarks

Trademark Registrations and Applications

RECORDED: 06/02/2023

Mark	Jurisdiction	Application Serial Number	Registration Date
		/ Registration Number	
Boardline Academy	USPTO	6052930	5/12/2020
Boardline Academy (Logo)	USPTO	6078654	6/16/2020

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