

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM819350

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Slingshot Ventures, LLC		06/23/2023	Limited Liability Company:
RECEIVING PARTY DATA			
Name:	Divi Official, LLC		
Street Address:	6979 Bob O Link Dr.		
City:	Dallas		
State/Country:	TEXAS		
Postal Code:	75214		
Entity Type:	Limited Liability Company: TEXAS		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Serial Number:	90739797	DIVI	
Serial Number:	97416184	CLUB DIVI	
Serial Number:	98044319	DIVI	
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:	4159848700		
Email:	mpalmer@omm.com		
Correspondent Name:	Madeleine Palmer / Kelsey French		
Address Line 1:	Two Embarcadero Center, 28th Floor		
Address Line 4:	San Francisco, CALIFORNIA 94111		
ATTORNEY DOCKET NUMBER:	0804703-00001		
NAME OF SUBMITTER:	Madeleine Palmer		
SIGNATURE:	/Madeleine Palmer/		
DATE SIGNED:	06/23/2023		
Total Attachments: 8			
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IP ASSIGNMENT AGREEMENT

This IP Assignment Agreement is between Slingshot Ventures, LLC, a Texas limited liability company (“**Assignor**”), and Divi Official, LLC, a Texas limited liability company (“**Recipient**”).

1. Assignment

- a. **Assigned IP.** Assignor hereby irrevocably assigns, transfers, and conveys to Recipient all of Assignor’s right, title, and interest in and to all Intellectual Property Rights described on Schedule 1, and all other Intellectual Property Rights relating thereto (collectively, the “**Assigned IP**”). The Assigned IP shall include: (a) all goodwill with respect to any Trademarks included in the Assigned IP and (b) all claims, actions, rights, and demands to the extent arising from the Assigned IP, including, without limitation, causes of action to sue for past, current, or future infringement, dilution, misappropriation, or violation thereof. Assignor hereby irrevocably and unconditionally assigns to Recipient and waives and agrees never to assert or enforce any moral rights in or with respect to any of the Assigned IP. If any intent-to-use trademark applications are included in the Assigned IP, such intent-to-use trademark applications are being assigned as part of the entire business or portion thereof to which the mark pertains, as required by Section 10 of the Trademark Act, 15 U.S.C. 1060. Recipient is the successor of a portion of Assignor’s business to which the Trademarks included in the Assigned IP pertain, and that business is ongoing and existing.
- b. **Delivery of Domain Name Credentials.** On the Effective Date, Assignor shall deliver to Recipient all account information, contact information, passwords, or other access and control credentials for the domain names included in the Assigned IP.
- c. **Definition. “Intellectual Property Rights”** means collectively, all common law and statutory rights in any jurisdiction throughout the world, in, arising out of, or associated with: (1) United States and foreign patents and utility models and applications therefor and all reissues, divisions, re-examinations, renewals, extensions, provisionals, continuations and continuations-in-part thereof; (2) trade secrets, confidential information, or proprietary information; (3) copyrights, copyrights registrations, mask works, and applications therefor, and all other rights corresponding thereto throughout the world; (4) domain names and uniform resource locators; (5) industrial designs; (6) trade names, logos, trade dress, slogans, identifiers of source, trademarks and service marks, any registrations or applications therefor, and related goodwill (“**Trademarks**”); (7) all rights in databases and data collections; (8) all moral and economic rights of authors and inventors, however denominated; and (9) any similar or equivalent rights to any of the foregoing (as applicable).

2. **Further Assurances.** Upon request by Recipient at any time, Assignor shall, and shall cause all of its employees, contractors, officers, members and agents to, (A) cooperate with Recipient and execute all documents and instruments and do all other things deemed necessary or useful by Recipient in connection with the assignment, obtaining, sustaining, reissuing, extending or enforcing any of the Assigned IP, and (B) provide testimony, including in declarations, depositions, and trials, if deemed necessary or useful by Recipient in obtaining, sustaining, reissuing, extending or enforcing any Assigned IP. Assignor hereby irrevocably designates and appoints Recipients and its agents as attorneys-in-fact to act for Assignor and on Assignor’s behalf to execute and file any document and to do all other lawfully permitted acts to further the

purposes of this Section 2 with the same legal force and effect as if executed by Assignor. Assignor agrees not to, and agrees to cause all of its employees, contractors, officers, members and agents not to, cooperate with or aid any third party, other than at the request of Recipient, in any attempt to invalidate, minimize or undermine Recipient's right, title or interest in or to any Assigned IP.

3. **Delivery of Assigned IP Documents.** Assignor shall deliver to Recipient all Assigned IP Documents on the Effective Date. "**Assigned IP Documents**" means all documents, records, and files in the possession or control of Assignor or its counsel or agents relating to the Intellectual Property Rights included in the Assigned IP, including, without limitation: (1) complete prosecution files and docketing reports, including, without limitation, materials filed or prepared for the purpose of being filed with the United States Patent and Trademark Office or similar authority in any other jurisdiction; (2) originals of all assignment agreements in its possession relating to the Assigned IP; (3) copies of laboratory notebooks, documents, records, and files relating to the conception or reduction to practice of the Assigned IP; (4) copies of documents, records, and files relating to any marking activities or to the assertion, licensing, enforcement or defense of the Assigned IP; and (5) copies of any other materials or information in the possession or control of, or known to, Assignor, its counsel, or its agents that is reasonably likely to be required to be produced in any litigation to enforce the Assigned IP, but excluding any attorney-client or work-product privileged information.
4. **Recording Assignment.** Assignor shall deliver to Recipient a duly-executed short-form trademark assignment, attached hereto as Exhibit A, with respect to the registered trademarks and trademark applications included in the Assigned IP.
5. **Representations.** Assignor states that: (a) Assignor has all necessary power and authority to execute this agreement and perform Assignor's obligations hereunder; (b) Assignor's execution of this agreement and its performance of its obligations under this agreement does not violate or breach, or constitute a default under, any contract or other obligation of Assignor; (c) Assignor has not granted to any third party (other than Recipient) any material license (including any exclusive license) to any of the Assigned IP; and (d) Assignor is the sole and exclusive owner of the Assigned IP, free and clear of all liens and encumbrances.
6. **Payment.** On the Effective Date, Recipient shall pay to Assignor the amount of \$1.
7. **General.**
 - a. **Governing Law.** Texas law governs all adversarial proceedings arising out of this agreement.
 - b. **Exclusive Jurisdiction.** Any adversarial proceeding arising out of this agreement shall be brought exclusively in the state and federal courts located in Dallas County.
 - c. **Severability.** The parties acknowledge that if a dispute between the parties arises out of this agreement or the subject matter of this agreement, they would want the court to interpret this agreement as follows: (1) with respect to any provision that it holds to be unenforceable, by modifying that provision to the minimum extent necessary to make it enforceable or, if that modification is not permitted by law, by disregarding that provision; (2) if an unenforceable provision is modified or disregarded in accordance with this section, by holding that the rest of the agreement will remain in effect as written; (3) by holding that any unenforceable provision will remain as written in any

circumstances other than those in which the provision is held to be unenforceable; and (4) if modifying or disregarding the unenforceable provision would result in failure of an essential purpose of this agreement, by holding the entire agreement unenforceable.

- d. **Waiver.** No waiver of satisfaction of a condition or nonperformance of an obligation under this agreement will be effective unless it is in writing and signed by the party granting the waiver.
- e. **Assignment.** Assignor shall not transfer, including by merger (whether that party is the surviving or disappearing entity), consolidation, dissolution, or operation of law, (1) any discretion granted under this agreement, (2) any right to satisfy a condition under this agreement, (3) any remedy under this agreement, or (4) any obligation imposed under this agreement. Any purported transfer in violation of this section will be void. Recipient may transfer without Assignor's prior written approval, (a) any discretion granted under this agreement, (b) any right to satisfy a condition under this agreement, (c) any remedy under this agreement, or (d) any obligation imposed under this agreement.
- f. **Amendment.** No modification of this agreement will be effective unless it is in writing and signed by the parties.
- g. **Entire Agreement.** This agreement constitutes the entire agreement between the parties relating to their subject matter, and supersedes all prior or contemporaneous discussions, or presentations and proposals, written or oral relating to such subject matter.
- h. **Notices.** For a notice of other communication under this agreement to be valid, it must be in writing and delivered (1) by hand, (2) by a national transportation company (with all fees prepaid), (3) by registered or certified mail, return receipt requested and postage prepaid, or (4) by email, when directed to the email address on file with Recipient. A valid notice or other communication under this agreement via the methods (1) through (3) above will be effective when received by the party to which it is addressed and if via email, when receipt is confirmed by a non-automated response. If the party to which it is addressed rejects or otherwise refuses to accept it, or if it cannot be delivered because of a change in address for which no notice was given, the notice or communication will be deemed received upon that rejection, refusal, or inability to deliver. Notices or other communications to a party must be addressed using the information on file at the Recipient or any other information specified by that party in a notice under this section.
- i. **Effectiveness and Date.** This agreement will become effective when all parties have signed it. Each party is signing this agreement on the date stated opposite that party's signature. The date of this agreement will be the date this agreement is signed by the last party to sign it (as indicated by the date associated with that party's signature) (the "**Effective Date**"). If a party signs this agreement but fails to date their signature, the date the other party receives the signing party's signature will be deemed to be the date the signing party signed this agreement.

IN WITNESS WHEREOF, the undersigned parties have caused this IP Assignment Agreement to be executed as of the date set forth below.

SLINGSHOT VENTURES, LLC

Date: June 23, 2023

By: DocuSigned by: Jordan Joseph Ramirez

Name: Jordan Joseph Ramirez

Title: Manager

DIVI OFFICIAL, LLC

Date: June 23, 2023

By: DocuSigned by: Jordan Joseph Ramirez

Name: Jordan Joseph Ramirez

Title: Manager

Schedule 1

Registered Trademark Applications

Trademark	Filing Date	Serial. No.
DIVI	May 27, 2021	90739797
CLUB DIVI	May 18, 2022	97416184
DIVI	June 15, 2023	98044319

Domain Name Registrations

Domain Name	Registrant of Record	Registrar
www.diviofficial.com	Domains By Proxy, LLC	GoDaddy.com, LLC

Unregistered Intellectual Property Rights

All unregistered Intellectual Property Rights relating to the operation of the Divi brand.

EXHIBIT A

TRADEMARK ASSIGNMENT AGREEMENT

(see attached).

TRADEMARK ASSIGNMENT AGREEMENT

This Trademark Assignment Agreement is between Slingshot Ventures, LLC, a Texas limited liability company (“**Assignor**”) with an address of 6979 Bob O Link Dr., Dallas, Texas 75214 and Divi Official, LLC, a Texas limited liability company (“**Recipient**”) with an address of 6979 Bob O Link Dr., Dallas, Texas 75214. This agreement is dated June 23, 2023.

1. **ASSIGNMENT.** Assignor states that it is the sole owner of the registered trademarks and trademark applications listed in Schedule 1 (collectively, the “**Assigned Trademarks**”). Assignor hereby irrevocably assigns, transfers, and conveys to Recipient all of Assignor’s right, title, and interest in and to the Assigned Trademarks and the goodwill symbolized by and connected with the use of the Assigned Trademarks. This assignment includes all claims, actions, and demands arising out of the Assigned Trademarks, including actions for past, current, or future infringement, dilution, or violation of the Assigned Trademarks and the right to collect and retain all proceeds and damages for such actions. If any intent-to-use trademark applications are included in the Assigned IP, such intent-to-use trademark applications are being assigned as part of the entire business or portion thereof to which the mark pertains, as required by Section 10 of the Trademark Act, 15 U.S.C. 1060. Recipient is the successor of a portion of Assignor’s business to which the Assigned Trademarks pertain, and that business is ongoing and existing.
2. **COOPERATION.** Assignor shall cooperate with Recipient in recording this agreement with the relevant governmental authorities.
3. **MISCELLANEOUS.** This agreement is governed by Texas law.

The parties are signing this agreement on the date stated in the introductory clause.

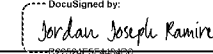
SLINGSHOT VENTURES, LLC

By:  _____
DocuSigned by:
Jordan Joseph Ramirez
D22524E5F4484D6...

Name: Jordan Joseph Ramirez

Title: Manager

DIVI OFFICIAL, LLC

By:  _____
DocuSigned by:
Jordan Joseph Ramirez
D22524E5F4484D6...

Name: Jordan Joseph Ramirez

Title: Manager

[Trademark Assignment Agreement]

**TRADEMARK
REEL: 008108 FRAME: 0563**

Schedule 1

Assigned Trademarks

Trademark	Owner of Record	Filing Date	Serial. No.
DIVI	Slingshot Ventures LLC	May 27, 2021	90739797
CLUB DIVI	Slingshot Ventures LLC	May 18, 2022	97416184
DIVI	Slingshot Ventures LLC	June 15, 2023	98044319