

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM843805

SUBMISSION TYPE:	RESUBMISSION
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL
RESUBMIT DOCUMENT ID:	900804272

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Risewear, LLC		09/27/2023	Limited Liability Company: TEXAS

RECEIVING PARTY DATA

Name:	Leif J. Ostberg, Inc.
Street Address:	695 Route 46 West
Internal Address:	Suite 204
City:	Fairfield
State/Country:	NEW JERSEY
Postal Code:	07007
Entity Type:	Corporation: NEW JERSEY

PROPERTY NUMBERS Total: 5

Property Type	Number	Word Mark
Registration Number:	5435809	R S E
Registration Number:	5192621	RISE
Registration Number:	5192620	RISE
Registration Number:	5192619	RISE
Registration Number:	5192581	R S E

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: 6316762047
 Email: betsy@bkdownlaw.com
 Correspondent Name: Betsy Kingsbury Dowd
 Address Line 1: 65 Air Park Dr, Ste A5
 Address Line 2: Ste A5
 Address Line 4: Ronkonkoma, NEW YORK 11779

ATTORNEY DOCKET NUMBER:	LJO-080 TMA
NAME OF SUBMITTER:	Betsy Kingsbury Dowd

SIGNATURE:	/betsy kingsbury dowd/
DATE SIGNED:	10/05/2023
Total Attachments: 14 source=Ex_Assignment_US_Trademarks#page1.tif source=Ex_Assignment_US_Trademarks#page2.tif source=Ex_Assignment_US_Trademarks#page3.tif source=Ex_Assignment_US_Trademarks#page4.tif source=Ex_Assignment_US_Trademarks#page5.tif source=Ex_Assignment_US_Trademarks#page6.tif source=Ex_Assignment_US_Trademarks#page7.tif source=Ex_Assignment_US_Trademarks#page8.tif source=Ex_Assignment_US_Trademarks#page9.tif source=Ex_Assignment_US_Trademarks#page10.tif source=Ex_Assignment_US_Trademarks#page11.tif source=Ex_Assignment_US_Trademarks#page12.tif source=Ex_Assignment_US_Trademarks#page13.tif source=Ex_Assignment_US_Trademarks#page14.tif	

INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

THIS INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT (this "Agreement") is entered into and effective as of September 20, 2023 (the "Effective Date"), by and among Risewear, LLC, a Texas limited liability company ("Assignor"), and Leif J. Ostberg, Inc. a New Jersey corporation ("Assignee").

WHEREAS pursuant to that certain Asset Purchase Agreement dated Sept. 20, 2023 by and between Assignee and Assignor (the "APA"), Assignor owns all right, title, interest, and goodwill in and to the intellectual property related to Assignor's business (the "Business") listed in the attached Schedule A herewith (the "Assigned IP"); and;

WHEREAS, Assignor has agreed to assign, sell and transfer its entire right, title and interest in and to the Assigned IP to Assignee.

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound, agree as follows:

Assignor does hereby assign, sell and transfer to Assignee, free and clear of all liens, security interests and other encumbrances, all of its respective right, title and interest, including common law right, title and interest, in and to the Assigned IP, together with (i) the goodwill of the business symbolized by and associated with the Assigned IP and (ii) all rights, remedies, defenses, whether known or unknown, past, present, or future, of any nature relating to the Assigned IP, including all rights to enforce any assignment of, license to, or confidentiality covenant with respect to, any Assigned IP. The rights, title and interest assigned under this Agreement shall be for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this Agreement had not been made.

Assignor agrees, without further consideration, to execute all oaths, assignments, powers of attorney, applications, and other papers reasonably necessary or appropriate to fully secure to Assignee the right, title and interest conveyed herein, and to take such further actions as may be reasonably requested by Assignee in order to carry out the provisions and purposes of this Assignment.

Assignor hereby authorizes and requests the Register of Copyrights, the United States Commissioner of Patents and Trademarks, and the corresponding entities or agencies in any applicable foreign country, including the European Union Intellectual Property Office and the United Kingdom Intellectual Property Office to record Assignee as the owner of any trademark registrations, copyright registrations, or

applications for registrations of the Assigned IP.

In the event that Assignor is unable or unwilling to fully perform its obligations under this Assignment, to the extent necessary to perfect such right, title, and interest in and to Assignee, its successors, assigns, and legal representatives, Assignor hereby irrevocably designates and appoints Assignee or its assigns and their duly authorized officers and agents as Assignor's agents and attorneys-in-fact to act for and on Assignor's behalf and instead of Assignor, to execute and file any registration application or other document and to do all other lawfully permitted acts in connection with the Assigned IP and related rights assigned to Assignee hereunder.

This Assignment shall be governed by and construed in accordance with the domestic laws of the State of New York without giving effect to any choice of law or conflict of laws provision or rule that would cause the application of the laws of any jurisdiction other than the State of New York.

This Assignment may be executed in one or more counterparts, each of which will be deemed to be an original copy of this Assignment and all of which, when taken together, will be deemed to constitute one and the same agreement. The exchange of copies of this Assignment and of signature pages by facsimile or electronic (PDF) counterpart signatures shall be acceptable and binding.

This Assignment is executed pursuant to, in furtherance of and is subject to, the terms and conditions of the APA. This Assignment shall not replace, substitute, expand or extinguish any obligation or provision of the APA. In the event of any conflict or inconsistency between the terms of the APA and the terms hereof, the terms of the APA shall control.

* * * *

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be executed as of the date first written above.

ASSIGNOR:

RISEWEAR LLC

By: 

Name: Bob Keetch

Title: President

Date: Sept. 27, 2023

ASSIGNEE:

Leif J. Ostberg, Inc.

By: 

Name: BRIAN KIMBERLIN

Title: President

Date: 9/27/23

SCHEDULE A - ASSIGNMENT

I. Trademarks

EUTM no: 17132184

UK TM no: 917132184

US TM no: 5435809

US TM no: 5192621

US TM no: 5192620

US TM no: 5192619

US TM no: 5192581

II. Copyrights

Reg. No. VA0002003219, REGISTERED 2-17-2016; entitled RISE JUMPMAN

III. Social Media Accounts including:

Facebook - <https://www.facebook.com/OfficialRiseWear/>

Instagram - https://www.instagram.com/rise_wear/?hl=en

Twitter - (to be identified)

IV. Domain Names:

<https://www.risewear.com>

United States of America

United States Patent and Trademark Office



Reg. No. 5,435,809

Registered Apr. 03, 2018

Int. Cl.: 25

Trademark

Principal Register

Ball Up, LLC (TEXAS LIMITED LIABILITY COMPANY)
P. O. Box 100746
Fort Worth, TEXAS 76185

CLASS 25: CLOTHING, NAMELY, MEN'S AND UNISEX TSHIRTS, SPORT SHIRTS, RUGBY SHIRTS, BASKETBALL SHIRTS FOR USE IN SHOOTING BASKETBALLS, WOVEN AND KNIT SHIRTS, SHIRTS, POLO SHIRTS, PANTS, TANK TOPS, JERSEYS, SHORTS; MEN'S AND WOMEN'S AND YOUTH COMBO CLOTHING PACKAGES, NAMELY, SWEATSHIRTS, SWEATPANTS, WARM-UP SUITS, WARM-UP PANTS, WARM-UP TOPS, UNIFORMS; MEN'S, WOMEN'S AND YOUTH OUTERWEAR, NAMELY, JACKETS, WIND RESISTANT JACKETS, PARKAS, COATS, SWEATERS; UNDERGARMENTS, NAMELY, BOXER SHORTS, UNDERWEAR; MEN'S AND UNISEX PANTS, NAMELY, BOARD SHORTS, SLACKS, PANTS, SHORTS; MEN'S AND UNISEX SLEEP APPAREL, NAMELY, PAJAMAS, NIGHTSHIRTS; WOMEN'S APPAREL, NAMELY, JERSEY DRESSES, DRESSES, SKIRTS, CHEERLEADING DRESSES AND UNIFORMS, BIKINIS, TANKINIS, BEACH COVER-UPS, BATHING SUIT COVER-UPS, BATHING SUIT WRAPS; MEN'S AND UNISEX SWIM WEAR, BATHING SUITS, SWIMSUITS, SWIM TRUNKS, BATHING TRUNKS, WET SUITS; HEADWEAR, NAMELY, BEACH HATS, SUN VISORS, HATS, CAPS, VISORS, SWIM CAPS, BATHING CAPS, HEADBANDS; FOOTWEAR, NAMELY, BASKETBALL SHOES, BASKETBALL SNEAKERS, SANDALS, BEACH SANDALS; CLOTHING ACCESSORIES, NAMELY, EAR MUFFS, GLOVES, MITTENS, SCARVES, WRIST BANDS, APRONS, BELTS, TIES, SOCKS, BABY BIBS NOT OF PAPER; INFANT AND TODDLER APPAREL, NAMELY, PAJAMAS, JACKETS, SHIRTS, SHORTS, PANTS, HATS, JUMPERS, ROMPERS, LAYETTES AND ONE-PIECE GARMENTS FOR CHILDREN; MEN'S AND WOMEN'S PERFORMANCE APPAREL, NAMELY, UNIFORMS, SHIRTS, PANTS, DRESSES, SKIRTS, SHORTS, HATS, PANTS, SWEAT SHIRTS, SWEAT PANTS, JERSEYS, TSHIRTS, SHOES AND SOCKS

FIRST USE 6-00-2015; IN COMMERCE 6-00-2015

The mark consists of stylized letters "R", "S", "B" and a figure of a jumping basketball player between the letters "R" and "S".

OWNER OF U.S. REG. NO. 4622796, 4304356

SER. NO. 86-845,191, FILED 12-10-2015



Andrei Iancu

Director of the United States
Patent and Trademark Office

REQUIREMENTS TO MAINTAIN YOUR FEDERAL TRADEMARK REGISTRATION

WARNING: YOUR REGISTRATION WILL BE CANCELLED IF YOU DO NOT FILE THE DOCUMENTS BELOW DURING THE SPECIFIED TIME PERIODS.

Requirements in the First Ten Years*

What and When to File:

- **First Filing Deadline:** You must file a Declaration of Use (or Excusable Nonuse) between the 5th and 6th years after the registration date. See 15 U.S.C. §§1058, 1141k. If the declaration is accepted, the registration will continue in force for the remainder of the ten-year period, calculated from the registration date, unless cancelled by an order of the Commissioner for Trademarks or a federal court.
- **Second Filing Deadline:** You must file a Declaration of Use (or Excusable Nonuse) and an Application for Renewal between the 9th and 10th years after the registration date.* See 15 U.S.C. §1059.

Requirements in Successive Ten-Year Periods*

What and When to File:

- You must file a Declaration of Use (or Excusable Nonuse) and an Application for Renewal between every 9th and 10th-year period, calculated from the registration date.*

Grace Period Filings*

The above documents will be accepted as timely if filed within six months after the deadlines listed above with the payment of an additional fee.

***ATTENTION MADRID PROTOCOL REGISTRANTS:** The holder of an international registration with an extension of protection to the United States under the Madrid Protocol must timely file the Declarations of Use (or Excusable Nonuse) referenced above directly with the United States Patent and Trademark Office (USPTO). The time periods for filing are based on the U.S. registration date (not the international registration date). The deadlines and grace periods for the Declarations of Use (or Excusable Nonuse) are identical to those for nationally issued registrations. See 15 U.S.C. §§1058, 1141k. However, owners of international registrations do not file renewal applications at the USPTO. Instead, the holder must file a renewal of the underlying international registration at the International Bureau of the World Intellectual Property Organization, under Article 7 of the Madrid Protocol, before the expiration of each ten-year term of protection, calculated from the date of the international registration. See 15 U.S.C. §1141j. For more information and renewal forms for the international registration, see <http://www.wipo.int/madrid/en/>.

NOTE: Fees and requirements for maintaining registrations are subject to change. Please check the USPTO website for further information. With the exception of renewal applications for registered extensions of protection, you can file the registration maintenance documents referenced above online at <http://www.uspto.gov>.

NOTE: A courtesy e-mail reminder of USPTO maintenance filing deadlines will be sent to trademark owners/holders who authorize e-mail communication and maintain a current e-mail address with the USPTO. To ensure that e-mail is authorized and your address is current, please use the Trademark Electronic Application System (TEAS) Correspondence Address and Change of Owner Address Forms available at <http://www.uspto.gov>.

United States of America

United States Patent and Trademark Office

RISE

Reg. No. 5,192,621

Registered Apr. 25, 2017

Int. Cl.: 28

Trademark

Principal Register

Risewear, LLC (TEXAS LIMITED LIABILITY COMPANY)
P. O. Box 101329
Fort Worth, TX 76185

CLASS 28: TOYS AND SPORTING GOODS IN THE NATURE OF BASKETBALL ACCESSORIES, NAMELY, BASKETBALLS, BAGS SPECIALLY ADAPTED FOR BASKETBALLS, BASKETBALL NETS, BASKETBALL KITS COMPRISED OF A BASKETBALL NET AND SPORTS WHISTLE, AND BASKETBALL BACKBOARDS; GOLF ACCESSORIES, NAMELY, GOLF BALL TEES AND MARKERS, GOLF GLOVES AND DIVOT REPAIR TOOLS, GOLF BAGS, GOLF CLUBS, GOLF BALLS; COLLECTIBLE BALLS, NAMELY, FOOTBALLS, BASKETBALLS, BASEBALLS AND SOCCER BALLS; COMPETITION AND LEATHER SPORTS BALLS, NAMELY, RUBBER BALLS, FOAM SPORT BALLS, PLAYGROUND BALLS, RUBBER ACTION BALLS AND FOAM ACTION PLAY BALLS; BALLS, NAMELY, VINYL PLAY BALLS, PLUSH PLAY BALLS, SPORTS BALLS AND TOY PLAY BALLS; PUMPS FOR INFLATING SPORTS EQUIPMENT, NAMELY, FOOTBALLS, SOCCER BALLS, PLUSH SPORTS AND TOY BALLS, VINYL SPORTS AND TOY BALLS; DOLLS; PLUSH MASCOT TOYS; ACTION FIGURES; FLYING DISCS; GAMES, NAMELY, BOARD GAMES, BASKETBALL TABLE TOP GAMES, PLAYING CARDS, PUZZLES, PARLOR AND MEMORY GAMES; STAND ALONE VIDEO GAME MACHINES AND ARCADE- TYPE VIDEO GAME MACHINES; HAND-HELD MOBILE VIDEO GAMES WITH LIQUID CRYSTAL DISPLAYS; ELECTRONIC VIDEO ARCADE GAME MACHINES; CHRISTMAS TREE DECORATIONS

FIRST USE 9-00-2015; IN COMMERCE 9-00-2015

THE MARK CONSISTS OF STANDARD CHARACTERS WITHOUT CLAIM TO ANY PARTICULAR FONT STYLE, SIZE OR COLOR

SER. NO. 86-943,752, FILED 03-17-2016
MARGERY ANN TIERNEY, EXAMINING ATTORNEY



Michelle K. Lee

Director of the United States
Patent and Trademark Office

TRADEMARK
REEL: 008217 FRAME: 0950

REQUIREMENTS TO MAINTAIN YOUR FEDERAL TRADEMARK REGISTRATION

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Requirements in the First Ten Years*

What and When to File:

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- **Second Filing Deadline:** You must file a Declaration of Use (or Excusable Nonuse) and an Application for Renewal between the 9th and 10th years after the registration date.* See 15 U.S.C. §1059.

Requirements in Successive Ten-Year Periods*

What and When to File:

- You must file a Declaration of Use (or Excusable Nonuse) and an Application for Renewal between every 9th and 10th-year period, calculated from the registration date.*

Grace Period Filings*

The above documents will be accepted as timely if filed within six months after the deadlines listed above with the payment of an additional fee.

***ATTENTION MADRID PROTOCOL REGISTRANTS:** The holder of an international registration with an extension of protection to the United States under the Madrid Protocol must timely file the Declarations of Use (or Excusable Nonuse) referenced above directly with the United States Patent and Trademark Office (USPTO). The time periods for filing are based on the U.S. registration date (not the international registration date). The deadlines and grace periods for the Declarations of Use (or Excusable Nonuse) are identical to those for nationally issued registrations. See 15 U.S.C. §§1058, 1141k. However, owners of international registrations do not file renewal applications at the USPTO. Instead, the holder must file a renewal of the underlying international registration at the International Bureau of the World Intellectual Property Organization, under Article 7 of the Madrid Protocol, before the expiration of each ten-year term of protection, calculated from the date of the international registration. See 15 U.S.C. §1141j. For more information and renewal forms for the international registration, see <http://www.wipo.int/madrid/en/>.

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United States of America

United States Patent and Trademark Office

RISE

Reg. No. 5,192,620

Registered Apr. 25, 2017

Int. Cl.: 16

Trademark

Principal Register

Riscwear, LLC (TEXAS LIMITED LIABILITY COMPANY)
P. O. Box 101329
Fort Worth, TX 76185

CLASS 16: Publications and printed matter, namely, post cards, paper place mats, memo pads, book covers, wrapping paper and posters in the field of basketball; stickers, namely, stickers, decals, commemorative stamps and bumper stickers in the field of basketball; collectible cardboard trading discs in the field of basketball; ball point pens and pencils in the field of basketball; notebooks, namely, 3-ring binders, wire-bound notebooks, and portfolio notebooks in the field of basketball; photographs, namely, unmounted and mounted photographs in the field of basketball; books, namely, children's activity books, statistical books, calendars, commemorative game programs, guide books and reference books in the field of basketball; magazines in the field of basketball; stationery, namely, stationery folders, notecards, paper pennants, stationery-type portfolios and statistical sheets in the field of basketball; newsletters and pamphlets in the field of basketball for the distribution to the television and radio media

FIRST USE 9-00-2015; IN COMMERCE 9-00-2015

THE MARK CONSISTS OF STANDARD CHARACTERS WITHOUT CLAIM TO ANY PARTICULAR FONT STYLE, SIZE OR COLOR

SER. NO. 86-943,686, FILED 03-17-2016
MARGERY ANN TIERNEY, EXAMINING ATTORNEY



Michelle K. Lee

Director of the United States
Patent and Trademark Office

REQUIREMENTS TO MAINTAIN YOUR FEDERAL TRADEMARK REGISTRATION

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Requirements in the First Ten Years*

What and When to File:

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- **Second Filing Deadline:** You must file a Declaration of Use (or Excusable Nonuse) and an Application for Renewal between the 9th and 10th years after the registration date.* See 15 U.S.C. §1059.

Requirements in Successive Ten-Year Periods*

What and When to File:

- You must file a Declaration of Use (or Excusable Nonuse) and an Application for Renewal between every 9th and 10th-year period, calculated from the registration date.*

Grace Period Filings*

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United States of America

United States Patent and Trademark Office

RISE

Reg. No. 5,192,619

Registered Apr. 25, 2017

Int. Cl.: 9

Trademark

Principal Register

Risewear, LLC (TEXAS LIMITED LIABILITY COMPANY)
P.O. Box 101329
Fort Worth, TX 76185

CLASS 9: Pre-recorded electronic media, namely, laser discs, audio and video cassettes, audio and video tapes, compact game discs all on the field of basketball; computer programs featuring games in the field of basketball; basketball themed computer accessories, namely, mouse pads, cases for mobile phones, carrying cases for computer laptops and computer tablets, keyboards, ear phones, USB cables and computer mouses

FIRST USE 9-00-2015; IN COMMERCE 9-00-2015

THE MARK CONSISTS OF STANDARD CHARACTERS WITHOUT CLAIM TO ANY PARTICULAR FONT STYLE, SIZE OR COLOR

SER. NO. 86-943,676, FILED 03-17-2016
MARGERY ANN TIERNEY, EXAMINING ATTORNEY



Michelle K. Lee

Director of the United States
Patent and Trademark Office

TRADEMARK
REEL: 008217 FRAME: 0954

REQUIREMENTS TO MAINTAIN YOUR FEDERAL TRADEMARK REGISTRATION

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Requirements in the First Ten Years*

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Requirements in Successive Ten-Year Periods*

What and When to File:

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Grace Period Filings*

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United States of America

United States Patent and Trademark Office



Reg. No. 5,192,581

Registered Apr. 25, 2017

Int. Cl.: 9

Trademark

Principal Register

Risewear, LLC (TEXAS LIMITED LIABILITY COMPANY)
P. O. Box 101329
Fort Worth, TX 76185

CLASS 9: Pre-recorded electronic media, namely, laser discs, audio and video cassettes, audio and video tapes, compact game discs all on the field of basketball; computer programs featuring games in the field of basketball; basketball themed computer accessories, namely, mouse pads, cases for mobile phones, carrying cases for computer laptops and computer tablets, keyboards, ear phones, USB cables and computer mouses

FIRST USE 9-00-2015; IN COMMERCE 9-00-2015

The mark consists of stylized word "RISE", with the letters "R", "S", "E" and a figure of a jumping basketball player forming the letter "I" between the letters "R" and "S".

SER. NO. 86-933,025, FILED 03-08-2016
MARGERY ANN TIERNEY, EXAMINING ATTORNEY



Michelle K. Lee

Director of the United States
Patent and Trademark Office

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Requirements in the First Ten Years*

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Requirements in Successive Ten-Year Periods*

What and When to File:

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Grace Period Filings*

The above documents will be accepted as timely if filed within six months after the deadlines listed above with the payment of an additional fee.

***ATTENTION MADRID PROTOCOL REGISTRANTS:** The holder of an international registration with an extension of protection to the United States under the Madrid Protocol must timely file the Declarations of Use (or Excusable Nonuse) referenced above directly with the United States Patent and Trademark Office (USPTO). The time periods for filing are based on the U.S. registration date (not the international registration date). The deadlines and grace periods for the Declarations of Use (or Excusable Nonuse) are identical to those for nationally issued registrations. See 15 U.S.C. §§1058, 1141k. However, owners of international registrations do not file renewal applications at the USPTO. Instead, the holder must file a renewal of the underlying international registration at the International Bureau of the World Intellectual Property Organization, under Article 7 of the Madrid Protocol, before the expiration of each ten-year term of protection, calculated from the date of the international registration. See 15 U.S.C. §1141j. For more information and renewal forms for the international registration, see <http://www.wipo.int/madrid/en/>.

NOTE: Fees and requirements for maintaining registrations are subject to change. Please check the USPTO website for further information. With the exception of renewal applications for registered extensions of protection, you can file the registration maintenance documents referenced above online at <http://www.uspto.gov>.

NOTE: A courtesy e-mail reminder of USPTO maintenance filing deadlines will be sent to trademark owners/holders who authorize e-mail communication and maintain a current e-mail address with the USPTO. To ensure that e-mail is authorized and your address is current, please use the Trademark Electronic Application System (TEAS) Correspondence Address and Change of Owner Address Forms available at <http://www.uspto.gov>.