

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM850543

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Mitchell & Ness LLC		10/05/2023	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Fanatics, LLC		
<b>Street Address:</b>	8100 Nations Way		
<b>City:</b>	Jacksonville		
<b>State/Country:</b>	FLORIDA		
<b>Postal Code:</b>	32256		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	97867249	LOGO ATHLETIC	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	4045413189		
<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>			
<b>Phone:</b>	(404) 815-6500		
<b>Email:</b>	mcapotosto@kilpatricktownsend.com, FanaticsTM@kilpatricktownsend.com, tadmin@kilpatricktownsend.com		
<b>Correspondent Name:</b>	Kilpatrick Townsend & Stockton LLP		
<b>Address Line 1:</b>	Attn: Melissa B. Capotosto		
<b>Address Line 2:</b>	1100 Peachtree Street NE, Suite 2800		
<b>Address Line 4:</b>	Atlanta, GEORGIA 30309-4528		
<b>ATTORNEY DOCKET NUMBER:</b>	1411946		
<b>NAME OF SUBMITTER:</b>	Melissa B. Capotosto		
<b>SIGNATURE:</b>	/Melissa B. Capotosto/		
<b>DATE SIGNED:</b>	11/02/2023		
<b>Total Attachments: 7</b>			
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# TRADEMARK ASSIGNMENT AGREEMENT

This TRADEMARK ASSIGNMENT AGREEMENT ("**Trademark Assignment**"), dated as of October 5, 2023, is made by Mitchell & Ness LLC ("**Seller**"), a Delaware limited liability company, in favor of Fanatics, LLC ("**Buyer**"), a Delaware limited liability company, the purchaser of certain assets of Seller pursuant to the Asset Purchase Agreement between Buyer, on the one hand, and Seller, on the other (the "**Asset Purchase Agreement**").

WHEREAS, under the terms of the Asset Purchase Agreement, 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 and corresponding entities or agencies in any applicable jurisdictions;

WHEREAS, Buyer is the successor to the ongoing business, or portion thereof, to which the Assigned Trademarks pertain within the meaning of 15 U.S.C. §1060.

NOW THEREFORE, the parties agree as follows:

1. Assignment. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller hereby irrevocably conveys, transfers, and assigns to Buyer, and Buyer hereby accepts, all of Seller's right, title, and interest in and to the following:

(a) all trademark registrations and trademark applications worldwide for the following marks and all versions thereof, including but not limited to those set forth in Schedule I hereto and all issuances, extensions, and renewals thereof (the "**Assigned Trademarks**"), together with all common law rights and the goodwill of the business connected with the use of, and symbolized by, the Assigned Trademarks:

(i) LOGO ATHLETIC



(ii)



(iii)



(iv)



(v)



(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 and the officials of corresponding entities or agencies in any applicable jurisdictions to record and register this Trademark Assignment upon request by Buyer. Following the date hereof, upon Buyer's reasonable request, and at Buyer's sole cost and expense, 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.

3. Terms of the Asset Purchase Agreement. The parties hereto acknowledge and agree that this Trademark Assignment is entered into pursuant to the Asset Purchase Agreement, to which reference is made for a further statement of the rights and obligations of Seller and Buyer with respect to the Assigned Trademarks. The representations, warranties, covenants, agreements,

and indemnities contained in the Asset Purchase Agreement shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. In the event of any conflict or inconsistency between the terms of the Asset Purchase Agreement and the terms hereof, the terms of the Asset Purchase Agreement shall govern.

4. Counterparts. 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.

5. Successors and Assigns. This Trademark Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

6. 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 Delaware, without giving effect to any choice or conflict of law provision or rule (whether of the State of Delaware or any other jurisdiction).

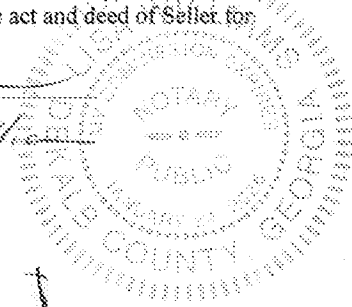
[SIGNATURE PAGE FOLLOWS]

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

MITCHELL & NESS LLC  
By: [Signature]  
Name: Jim Aronowitz  
Title: VP- Legal Affairs & Brand Protection

ACKNOWLEDGMENT OF  
STATE OF GA )  
COUNTY OF FULTON ) SS.

On the 5th day of October, 2023, before me personally appeared Jim Aronowitz, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the foregoing instrument, who, being duly sworn, did depose and say that he/she/they executed the same in her authorized capacity as the Vice President of Seller, and acknowledged the instrument to be her free act and deed/the free act and deed of Seller for the uses and purposes mentioned in the instrument.

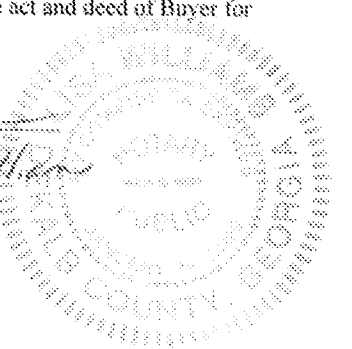
[Signature]  
Notary Public  
Printed Name: L. J. [Signature]  


My Commission Expires: 1.29.24

AGREED TO AND ACCEPTED:  
FANATICS-LLC  
By: [Signature]  
Name: Jim Aronowitz  
Title: VP- Legal Affairs & Brand Protection

ACKNOWLEDGMENT OF  
STATE OF GA )  
COUNTY OF FULTON ) SS.










On the 5th day of October, 2023, before me personally appeared Jim Aronowitz, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the foregoing instrument, who, being duly sworn, did depose and say that he/she/they executed the same in her authorized capacity as the Vice President of Buyer, and acknowledged the instrument to be her free act and deed/the free act and deed of Buyer for the uses and purposes mentioned in the instrument.













[Signature]  
Notary Public  
Printed Name: L. J. [Signature]  


My Commission Expires: 1.29.24


**SCHEDULE 1**

**Trademark Registrations**


<b>Mark</b>	<b>Jurisdiction</b>	<b>Registration Number</b>	<b>Registration Date</b>	<b>Status</b>
	Australia	805129	August 26, 1999	Registered
LOGOATHLETIC	Australia	805128	August 26, 1999	Registered
	Canada	TMA478531	July 15, 1997	Registered
	Canada	TMA476997	May 29, 1997	Registered
LOGO ATHLETIC	Canada	TMA464929	October 25, 1996	Registered
	China	933253	January 21, 1997	Registered
LOGO ATHLETIC	China	1118051	October 14, 1997	Registered
LOGO ATHLETIC	Colombia	379441	April 27, 2009	Registered
	Denmark	VR199209853	October 23, 1992	Registered
	Dominican Republic	95242	February 15, 1998	Registered
	European Union	000185496	January 7, 1999	Registered
LOGO ATHLETIC	European Union	000185546	January 7, 1999	Registered
	France	92421077	November 13, 1992	Registered
	Guatemala	120288	October 17, 2002	Registered

	Hong Kong	1997B07664	April 26, 1995	Registered
	Italy	362022000079922	December 21, 1994	Registered
	Japan	3340583	August 22, 1997	Registered
	Macao	N2862	July 3, 1998	Registered
	Mexico	883930	May 27, 2005	Registered
	Mexico	896980	August 25, 2005	Registered
	Pakistan	148676	February 11, 2006	Registered
	Panama	147570	December 16, 2005	Registered
	Republic of Korea	4004077080000	July 3, 1998	Registered
	Taiwan	714629	April 16, 1996	Registered
	United Kingdom	UK00900185496	January 7, 1999	Registered
LOGO ATHLETIC	United Kingdom	UK00900185546	January 7, 1999	Registered
LOGO ATHLETIC	United States	1761450	March 30, 1993	Cancelled
	United States	4452644	December 17, 2013	Cancelled
LOGO ATHLETIC	United States	5032104	August 30, 2016	Cancelled



	Venezuela	P283909	April 21, 2008	Expired
LOGO ATHLETIC	Venezuela	P293237	May 6, 2009	Expired

**Trademark Applications**

<b>Mark</b>	<b>Jurisdiction</b>	<b>ITU Status</b>	<b>Application Serial Number</b>	<b>Filing Date</b>
	Sri Lanka	N/A	86163	December 8, 1997
LOGO ATHLETIC	United States of America	YES	97867249	March 31, 2023