

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM858113

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
New Form Digital, LLC		11/30/2023	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Whistle Sports, Inc.		
Street Address:	79 Madison Avenue		
Internal Address:	8th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10016		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	5297725	NEW FORM	
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:	202.739.3000		
Email:	trademarks@morganlewis.com		
Correspondent Name:	Rebecca E. McDougall		
Address Line 1:	1111 Pennsylvania Avenue, NW		
Address Line 4:	Washington, D.C. 20004		
ATTORNEY DOCKET NUMBER:	121736-0001		
NAME OF SUBMITTER:	Rebecca E. McDougall		
SIGNATURE:	/Rebecca E. McDougall/		
DATE SIGNED:	12/04/2023		
Total Attachments: 1			
source=Trademark Assignment - New Form#page1.tif			

CH \$40.00 5297725

TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT (“Assignment”), effective as of the date of signature (the “Effective Date”), is by and between New Form Digital, LLC, a limited liability company of Delaware (“Assignor”), and Whistle Sports, Inc., a corporation of Delaware, having a principal place of business at 8th Floor, 79 Madison Avenue, New York, New York 10016 (“Assignee”).

WHEREAS, Assignor is the owner of all right, title, and interest in and to the trademark NEW FORM, U.S. Reg. No. 5297725 (the “Mark”); and

WHEREAS, Assignor desires to assign to Assignee, and Assignee desires to acquire from Assignor, all right, title and interest in and to the Mark, including the registration therefor and goodwill related thereto.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Assignor represents and warrants that it is the sole owner of the Mark and has the authority to make this Assignment.

2. Effective as of the Effective Date, Assignor hereby assigns to Assignee all of its rights, title and interest in and to the Mark in the United States, including all common law rights in the Mark, the trademark registration for the Mark, and all goodwill associated with the Mark. This Assignment includes the right to sue for and to recover damages for past, present and future infringements in any court and to bring any proceeding in the United States Patent and Trademark Office for cancellation or opposition or other proceeding based on or in connection with the Mark. This Assignment also includes the right of Assignee to record this Assignment with the United States Patent and Trademark Office. The right, title and interest in the Mark is to be held and enjoyed by Assignee and Assignee’s successors and assigns as fully and exclusively as it would have been held and enjoyed by Assignor had this assignment not been made.

3. This Assignment shall inure to the benefit of and be binding upon the Parties hereto and their respective successors and permitted assigns.

Dated: November 30, 2023

ASSIGNOR: New Form Digital, LLC

By: *Ian Garrity*
Name: Ian Garrity
Title: Manager

Dated: November 30, 2023

ASSIGNEE: Whistle Sports, Inc.

By: *Joe Caporoso*
Name: Joe Caporoso
Title: President