# OP \$65.00 7205809

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 ETAS ID: TM860771

Stylesheet Version v1.2

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

### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Eventia Sports & Entertainment Group LLC		12/04/2023	Limited Liability Company: NEVADA

### **RECEIVING PARTY DATA**

Name:	Bass Pro, LLC
Street Address:	1209 Orange Street
Internal Address:	Corporation Trust Center
City:	Wilmington
State/Country:	DELAWARE
Postal Code:	19801
Entity Type:	Limited Liability Company: DELAWARE

### **PROPERTY NUMBERS Total: 2**

Property Type	Number	Word Mark
Registration Number:	7205809	THE HEROES CUP
Registration Number:	7238088	V

### **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:** 5124572046

Email: aotrademark@kslaw.com

Correspondent Name: King & Spalding
Address Line 1: 500 West 2nd Street

Address Line 2: Suite 1800

Address Line 4: Austin, TEXAS 78701

NAME OF SUBMITTER: Sheri M. Hunter

SIGNATURE: /Sheri M. Hunter/

DATE SIGNED: 12/13/2023

**Total Attachments: 5** 

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# INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT (the "Assignment") is made as of December 4, 2023, by and between Eventia Sports & Entertainment Group LLC, a Nevada limited liability company ("Assignor"), and Bass Pro, LLC, a Delaware limited liability company ("Assignee"). All capitalized not otherwise defined herein shall have the meanings ascribed thereto in the Purchase Agreement (as defined below).

WHEREAS, Assignor and Assignee have entered into that certain Asset Purchase Agreement, dated as of March 7, 2023 (the "Asset Purchase Agreement"), pursuant to which, among other things, Assignee has agreed to acquire the Purchased Assets (as defined in the Asset Purchase Agreement) from Assignor, subject to the terms and conditions set forth therein;

WHEREAS, Assignor and Assignee now desire to enter into this Assignment to effect the sale, assignment, transfer and conveyance of all of Assignor's right, title and interest in and to the Intellectual Property Assets, including without limitation the items set forth in Schedule A hereto;

WHEREAS, the execution and delivery of this Assignment by Assignor is required by Section 3.02(a)(ii) of the Asset Purchase Agreement; and

WHEREAS, the execution and delivery of this Agreement by Assignee is required by Section 3.02(b)(iii) of the Asset Purchase Agreement.

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants and agreements contained herein, and intending to be legally bound, the Parties hereby agree as follows:

- 1. <u>Definitions</u>. Capitalized terms used herein and not otherwise defined shall have the meanings ascribed to them in the Asset Purchase Agreement.
- 2. <u>Assignment of Intellectual Property Assets</u>. Assignor hereby absolutely, unconditionally and irrevocably sells, assigns, transfers, conveys and delivers to Assignee, its successors and assigns, free and clear of all Liens, all right, title and interest of Assignor in and to the Intellectual Property Assets and all goodwill related thereto, including all marks, service marks and tradenames set forth on Schedule A.
- 3. Recordation and Perfection. Assignee shall have the right, at Assignee's cost and expense, to record this Assignment with all applicable Governmental Authorities and registrars so as to perfect its ownership of the Intellectual Property Assets that are registered. Assignor further hereby agrees to execute and deliver to Assignee, its successors and assigns, without further compensation, such other and further assignments, instruments and documents as Assignee reasonably may request from time to time for the purpose of establishing, registering, evidencing, enforcing or defending Assignee's right, title and interest in and to the Intellectual Property Assets.
- 4. <u>Due Authorization</u>. Assignor hereby authorizes the appropriate empowered officials at the United States Patent and Trademark Office and all applicable foreign trademark offices, whose duty it is to issue registrations or other evidence or forms of intellectual property protection on applications to register for the registered Intellectual Property Assets, as applicable, to issue the same in the name of Assignee and its successors and assigns in accordance with this Assignment.
- 5. <u>Further Assurances</u>, Assignor and Assignee shall use their commercially reasonable efforts to (i) take all actions necessary or appropriate to consummate the transactions contemplated by this Assignment and (ii) from time to time, execute and deliver such other documents, certificates, agreements and other

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writings, and take such other actions as may be reasonably necessary in order to consummate or evidence or implement expeditiously the transactions contemplated by this Assignment.

- Inconsistencies. If there is any conflict between the terms and provisions of this Assignment and
  the Asset Purchase Agreement, the terms and provisions of the Asset Purchase Agreement shall control to
  the extent of such conflict.
- 7. Amendment: Waiver. This Assignment may not be modified or amended, except by an instrument or instruments in writing signed by the parties hereto. Either party to this Assignment may, only by an instrument in writing, waive compliance by the other party to this Assignment with any term or provision of this Assignment on the part of such other party to this Assignment to be performed or complied with. The waiver by any party to this Assignment of a breach of any term or provision of this Assignment shall not be construed as a waiver of any subsequent breach. No failure or delay by any party in exercising any right, power or privilege hereunder shall operate as a waiver thereof nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any other right, power or privilege.
- 8. Counterparts. This Assignment may be executed and delivered electronically and in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Agreement delivered by email or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.
- 9. <u>Severability</u>. If any term or provision of this Assignment or any application thereof shall be invalid or unenforceable, the remainder of this Assignment and any other application of such term shall not be affected thereby.
- 10. Governing Law. This Assignment and all disputes between the parties to this Assignment arising from or relating in any way to the subject matter of this Assignment are to be governed by and construed and interpreted in accordance with the internal laws of the State of Delaware applicable to contracts made and to be performed wholly within said state, without regard to conflicts of law principles. Section 10.1(b) and Section 10.1(c) of the Asset Purchase Agreement are incorporated herein mutantis.
- 11. <u>Authorization</u>. Assignee and Assignor each represent and warrant to the other that they have the corporate power and authority to execute and perform this Assignment, that all necessary consents and approvals from the board of directors or others have been obtained, that the parties executing this Assignment on their behalf have been duly authorized to do so.

[Remainder of page intentionally left blank]

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

ASSIGNEE:			BASS PRO, LLC		
			By:	***	
ASSIGNOR:			EVENTIA SPORTS & ENTERTAINMENT GROUP LLC		
			By: Sene Stunkel		
			Title: President		
STATE OF MISSOURI	ý	e e			
COUNTY OF GREENE	<u>)</u>	SS.			

On this 12 day of <u>Secundos</u>, 2023, before me personally appeared Kevin A. Maliszewski, to me personally known, who being by me duly sworn, did say that he is the Chief Financial Officer of Bass Pro, LLC, a Delaware limited liability company, that said instrument was executed on behalf of said entity with all due authority, and that said Kevin A. Maliszewski acknowledged said instrument to be the free act and deed of said entity.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal in the City and State aforesaid, the day and year first above written.

TAMMY L. CAMERON Notary Public – Notary Seal STATE OF MISSOURI Greene County My Commission Expires Aug. 5, 2024 Commission #12521666

My Commission Expires: §

Notary Public

STATE OF TEXAS	)	
	)	SS.
COUNTY OF COLLA	)	

On this \_\_\_\_ day of December, 2023, before me personally appeared Gene Stunkel, to me personally known, who being by me duly sworn, did say that he is the President of Eventia Sports & Entertainment Group LLC, a Nevada limited liability company, that said instrument was executed on behalf of said entity with all due authority, and that said Gene Stunkel acknowledged said instrument to be the free act and deed of said entity.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal in the City and State aforesaid, the day and year first above written.

Notary Public in and for the State of Texas

My Commission Expires: 9/16/2027

CHRISTINA TAYLOR
Notary Public, State of Texass
Comm. Expires 09-15-2027
Notary ID 134559165

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# Schedule A Tournament Trademarks



U.S. Serial No. 97/573,564/Registration No. 7,238,088

U.S. Serial No. 97/573,546/Registration No. 7,205,809

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**RECORDED: 12/13/2023**