

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM862826

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
THE BASEBALL FACTORY, INC.		12/20/2023	Corporation: MARYLAND
RECEIVING PARTY DATA			
Name:	RIPKEN FACTORY LLC		
Street Address:	880 Long Drive		
City:	Aberdeen		
State/Country:	MARYLAND		
Postal Code:	21001		
Entity Type:	Limited Liability Company: MARYLAND		
PROPERTY NUMBERS Total: 8			
Property Type	Number	Word Mark	
Registration Number:	3903919	BASEBALL FACTORY	
Registration Number:	3186012	BASEBALL FACTORY	
Registration Number:	3188931	BASEBALL FACTORY	
Registration Number:	3903924	BUILD YOUR WAY TO GREATNESS	
Registration Number:	4708653	FACTORY ATHLETICS	
Registration Number:	4853504	FOOTBALL FACTORY	
Registration Number:	5355426	SWIMMING FACTORY	
Registration Number:	3903971	SOFTBALL FACTORY	
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:	202-536-1780		
Email:	trademarks@brownrudnick.com		
Correspondent Name:	Daniel J. Healy		
Address Line 1:	Brown Rudnick LLP		
Address Line 2:	601 Thirteenth Street, NW Suite 600		
Address Line 4:	Washington, D.C. 20005		
ATTORNEY DOCKET NUMBER:	40114/1		

CH \$215.00 3903919

NAME OF SUBMITTER:	Daniel J. Healy
SIGNATURE:	/Daniel J. Healy/
DATE SIGNED:	12/21/2023
Total Attachments: 3 source=Trademark Assignment (Executed)#page1.tif source=Trademark Assignment (Executed)#page2.tif source=Trademark Assignment (Executed)#page3.tif	

TRADEMARK ASSIGNMENT AGREEMENT

This TRADEMARK ASSIGNMENT AGREEMENT, is effective the 20th day of December 2023, by and between THE BASEBALL FACTORY, INC., a Maryland corporation with an address at 9212 Berger Road, Suite 200, Columbia, Maryland 21046 (“Assignor”) and RIPKEN FACTORY LLC, a Delaware limited liability company with an address at 880 Long Drive, Aberdeen, Maryland 21001 (“Assignee”). Both Assignor and Assignee are collectively referred to herein as the “Parties.”

WHEREAS, Assignor agrees to assign to Assignee, and Assignee wishes to acquire from Assignor, all of Assignor’s right, title, and interest in and to each of the trademarks identified and set forth on Exhibit A attached hereto together with the goodwill associated with the trademarks and of the business symbolized by the trademarks and all common law rights the Assignor may have in connection with the trademarks (collectively, the “Assigned Marks”);

NOW THEREFORE, the Parties agree as follows.

1. Assignment. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby assigns, conveys and transfers to Assignee, and Assignee hereby accepts, all of Assignor's right, title, and interest in and to the Assigned Marks together with the goodwill associated with the trademarks and of the business symbolized by the Marks and all common law rights the Assignor may have in connection with the Marks.

2. Recordation of Assignment. Assignor authorizes the Commissioner for Trademarks in the United States Patent and Trademark Office to record and register this assignment upon request by Assignee.

3. Counterparts. This 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 assignment delivered by electronic transmission shall be deemed an original.

4. 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.


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

ASSIGNOR

ASSIGNEE

THE BASEBALL FACTORY, INC.

RIPKEN FACTORY LLC

By: 
Name: Robert Naddelman
Title: President
Date: 12/20/23

By: _____
Name: _____
Title: _____
Date: _____

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ASSIGNOR

ASSIGNEE

THE BASEBALL FACTORY, INC.


RIPKEN FACTORY LLC

By: _____
Name: _____
Title: _____
Date: _____

By: Scott M. Cotter
Name: **Scott Cotter**
Title: **CFO**
Date: _____

EXHIBIT A

U.S. Federal Trademark Registrations

Trademark	Registration Number	Registration Date
BASEBALL FACTORY	3,903,919	January 11, 2011
BASEBALL FACTORY	3,186,012	December 19, 2006
 BASEBALL FACTORY & DESIGN	3,188,931	December 26, 2006
BUILD YOUR WAY TO GREATNESS	3,903,924	January 11, 2011
FACTORY ATHLETICS	4,708,653	March 24, 2015
FOOTBALL FACTORY	4,853,504	November 17, 2015
SWIMMING FACTORY	5,355,426	December 12, 2017
SOFTBALL FACTORY	3,903,971	January 11, 2011