ETAS ID: TM353870

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 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
Arachnid, Inc.		05/09/2014	CORPORATION: OHIO

RECEIVING PARTY DATA

Name:	B.I.G. Three Sixty, LLC
Street Address:	1248 Shappert Drive
City:	Rockford
State/Country:	ILLINOIS
Postal Code:	61115
Entity Type:	LIMITED LIABILITY COMPANY: ILLINOIS

PROPERTY NUMBERS Total: 8

Property Type	Number	Word Mark
Registration Number:	3775317	ARACHNET
Registration Number:	2071881	ARACHNID
Registration Number:	2668788	ARACHNID
Registration Number:	1830363	BULLSHOOTER
Registration Number:	1843248	BULLSHOOTER
Registration Number:	1697770	
Registration Number:	2820441	HOT BUTTON
Registration Number:	3086034	HOT BUTTON

CORRESPONDENCE DATA

Fax Number: 3126165700

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: 312-616-5600

Email: trademark@leydig.com Claudia W. Stangle **Correspondent Name:**

Address Line 1: Two Prudential Plaza, 180 N. Stetson Ave

Address Line 2: **Suite 4900**

Address Line 4: Chicago, ILLINOIS 60601-6745

ATTORNEY DOCKET NUMBER:	282271
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Claudia W. Stangle NAME OF SUBMITTER:

TRADEMARK

REEL: 005616 FRAME: 0040 900336635

SIGNATURE:	/Claudia W. Stangle/	
DATE SIGNED:	09/03/2015	
Total Attachments: 6		
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source=Omnibus Intellectual Property Assignment#page2.tif		
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TRADEMARK REEL: 005616 FRAME: 0041

OMNIBUS INTELLECTUAL PROPERTY ASSIGNMENT

THIS OMNIBUS INTELLECTUAL PROPERTY ASSIGNMENT (this "Assignment") is entered into as of this <u>9</u>* day of May, 2014 (the "Effective Date") by and between Arachnid, Inc., an Ohio corporation having an address of 6212 Material Avenue, Loves Park, IL 61111, ("Assignor"), and B.I.G. Three Sixty, LLC, an Illinois limited liability company having an address of 1248 Shappert Drive, Rockford, IL 61115 ("Assignee").

RECITALS:

WHEREAS, Assignor is the owner of certain trademarks, domain names, related trade dress rights, and copyrights, which relate exclusively to Assignor's brand worldwide, namely, (i) registered trademarks, (ii) pending trademark applications for registration, (iii) domain name registrations, (iv) trade names, (v) common law trademarks (vi) trade dress, (vii) registered or unregistered copyrights, (viii) social media accounts such as on Facebook, Twitter and the like, including but not limited to the intellectual property listed in Schedule A attached hereto (collectively, the "Arachnid Intellectual Property");

WHEREAS, Assignee is the successor in interest to that portion of Assignor's business to which the Arachnid Intellectual Property pertains, the business is ongoing and existing, and Assignee desires to acquire said Arachnid Intellectual Property; and

WHEREAS, Assignor desires to sell and assign to Assignee, and Assignee desires to purchase from Assignor, Assignor's right, title and interest in the Arachnid Intellectual Property, together with the goodwill symbolized by such Arachnid Intellectual Property.

NOW, THEREFORE, in consideration of the mutual agreements contained herein, and for other good and valuable consideration of \$10.00 (Ten Dollars), the receipt and sufficiency of which are acknowledged, the parties hereto agree as follows:

- 1) Assignment. Assignor hereby sells, assigns, conveys, grants and transfers to Assignce the following:
 - (a) Assignor's entire right, title and interest in and to the Arachnid Intellectual Property, whether or not such Arachnid Intellectual Property has been registered as of the date of this Assignment, and any and all renewals and extensions of such registered Intellectual Property (or any legal equivalent) thereof for the full term or terms for which the same may be granted, together with all goodwill associated with such Arachnid Intellectual Property;
 - (b) all claims, demands and rights of action, both statutory and based upon common law, that Assignor has or might have by reason of any infringement (or any related claims including, but not limited to, dilution, unfair competition or passing off) of any Arachnid Intellectual Property which occurred prior to, on or after the date of this Assignment, together with the right to prosecute such claims, demands and rights of action in Assignee's own name; and

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- (c) all rights corresponding to the Arachnid Intellectual Property, as fully and entirely as the same would have been held and enjoyed by Assignor had this Assignment not been made.
- 2) Costs. The legal and other costs and expenses relating to this Assignment and any official fees or costs in relation to the recording of this Assignment shall be borne by the Assignee.
- 3) Further Assurance. Assignor agrees that it shall do, execute, acknowledge and deliver, or cause to be done, executed, acknowledged and delivered, all documents, agreements, instruments, or notices as may be reasonably requested by Assignee to further effect and evidence the transfer of all intellectual property to Assignee relating to the "Arachnid" brand and products. By way of example, Assignor agrees that it shall provide or obtain from third parties any additional documents and/or assistance that may be necessary to assign/transfer any and all rights in all intellectual property and related items, including but not limited to trademarks, copyrights, images, videos, photos, likenesses, and the like, relating to the "Arachnid" brand and products to Assignee, whether or not said intellectual property and related items are currently owned by Assignor.
- 4) Enforceability. If any provision of this Assignment shall be invalid or unenforceable, in whole or in part, or as applied to any circumstance, under the laws of any jurisdiction which may govern for such purpose, then such provision shall be deemed to be modified or restricted to the extent and in the manner necessary to render the same valid and enforceable, either generally or as applied to such circumstance, or shall be deemed excised from this Assignment, as the case may require, and this Assignment shall be construed and enforced to the maximum extent permitted by law as if such provision had been originally incorporated herein as so modified or restricted, or as if such provision had not been originally incorporated herein, as the case may be.
- 5) <u>Amendment</u>. This Assignment may be amended or supplemented only by an instrument in writing signed by Assignor and Assignee.
- 6) GOVERNING LAW. EXCEPT AS OTHERWISE EXPRESSLY PROVIDED HEREIN, THIS ASSIGNMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE SUBSTANTIVE LAWS OF THE STATE OF ILLINOIS, WITHOUT GIVING EFFECT TO THE PRINCIPLES OF CONFLICT OF LAWS THEREOF.
- 7) Counterparts. This Assignment may be executed in counterparts, each of which shall be deemed an original, but which together shall constitute one and the same agreement.
- 8) <u>Successors and Assigns</u>. This Assignment shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns.

[Signature page follows]

IN WITNESS WHEREOF, each of Assignor and Assignee has caused this Assignment to be effective as of the Effective Date noted above. FOR AND ON BEHALF OF On this day of May, 2014, before ASSIGNOR: me, a Notary Public, appeared PATRICLE RICE Who is ARACHNID, INC. personally known to me to be the same person whose name is subscribed to the foregoing assignment document, and acknowledged that he/she signed and delivered the document as his/her free and voluntary act for the uses and purposes therein set forth. FOR AND ON BEHALF OF On this ____ day of May, 2014, before ASSIGNEE: me, a Notary Public, appeared who is B.I.G. THREE SIXTY, LLC personally known to me to be the same person whose name is subscribed to the foregoing assignment document, and acknowledged that he/she signed and delivered the document as his/her free Ву: and voluntary act for the uses and Title: purposes therein set forth.

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Notary Public

IN WITNESS WHEREOF, each of Assignor and Assignee has caused this Assignment to be effective as of the Effective Date noted above.

On this day of May, 2014, before me, a Notary Public, appeared who is personally known to me to be the same person whose name is subscribed to the foregoing assignment document, and acknowledged that he/she signed and	FOR AND ON BEHALF OF ASSIGNOR: ARACHNID, INC.		
delivered the document as his/her free and voluntary act for the uses and purposes therein set forth.	Patrick G. Rice President		
Notary Public			
On this day of May, 2014, before me, a Notary Public, appeared who is personally known to me to be the same person whose name is subscribed to the foregoing assignment document, and acknowledged that he/she signed and delivered the document as his/her free and voluntary act for the uses and purposes therein set forth.	FOR AND ON BEHALF OF ASSIGNEE: B.I.G. THREE SIXTY, LLC By: Title: Honder		
OFFICIAL SEAL GREGORY E COX NOTARY PUBLIC - STATE OF ILLINOIS MY COMMISSION EXPIRES: 1163/17			

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SCHEDULE A

Arachnid Intellectual Property

Trademarks

Country	Mark	Status	Reg. No.	Reg. Date	Renewal Date
Germany	Bullshooter	Registered	2104861	08-Jun-98	31-Dec-23
France	Bullshooter	Registered	497344	20-Dec-93	31-Dec-23
Spain	Bullshooter	Registered	1798133	05-Sep-94	11-Jan-24
Benclux	Bulishooter	Registered	545781	03-Nov-94	09-Dec-23
Japan	Arachnid Inc. and design	Registered	2266923	21-Sep-90	21-8ер-20
United States	Target design	Registered	1697770	30-Jun-92	30-Jun-22
United States	Bullshooter	Registered	1843248	05-Jul-94	05-Jul-14
United States	Bullshooter	Registered	1830363	12-Apr-94	12-Apr-24
United States	Chuck A Luck Darts	Registered	1918914	12-Sep-95	12-Sep-15
Germany	Arachnid	Registered	39631908	14-Nov-96	31-Jul-16
United States	Arachnid	Registered	2071881	17-Jun-97	17-Jun-17
China P.R.	Arachnid	Registered	1485110	07-Dec-00	06-Dec-20
China P.R.	Bullshooter	Registered	1475441	14-Nov-00	13-Nov-20
China P.R.	Bullshooter	Registered	1485109	07-Dec-00	06-Dec-20
United States	Arachnid and Dart Design	Registered	2668788	31-Dec-02	31-Dec-22
United States	Hot Button	Registered	2820441	02-Mar-04	02-Mar-14
United States	Hot Button and Design	Registered	3086034	25-Apr-06	25-Apr-16
United States	Arachnet	Registered	3775317	13-Apr-10	13-Apr-20

Domain Names

Arachnidinc.com
Bullshooter.com.tw
BullShooter.tw
BullshooterLive.com
BullShootermag.com
Bullshootersportsnetwork.com
Challengematchlive.com
Chuckaluckdarts.com

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TRADEMARK REEL: 005616 FRAME: 0046 Dartmajorleagues.com
Fantascespeedway.com
Galaxy3live.com
Knockoffshuffle.com
Knockoffshuffleseries.com
League-media.com
LeagueLeader.net
Mydartsnow.com
RankedSeries.com
Super8Darts.com
Tbigames.com
TournamentLeader.com
TournamentLeader.net

Social Media Accounts

https://twitter.com/BullshooterTour https://www.facebook.com/BullshooterWorldTour https://www.youtube.com/user/bullshooterdarts

Toll-free Telephone Number

(800) 435-8319

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