

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM382623

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
FSL Group, LLC		03/03/2016	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	SportsHub Technologies LLC		
Street Address:	1886 Eleanor Avenue		
Internal Address:	Attn: Rob Phythian		
City:	St Paul		
State/Country:	MINNESOTA		
Postal Code:	55116		
Entity Type:	Limited Liability Company: MINNESOTA		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Serial Number:	75407178	DIAMOND CHALLENGE	
Serial Number:	85325844	CDM SPORTS	
Serial Number:	85397777	FANTASY CUP	
Serial Number:	86112120	BASKETBALL CHALLENGE	
Serial Number:	85395830	FOOTBALL CHALLENGE	
Serial Number:	85571897	TOUR TRADE	
CORRESPONDENCE DATA			
Fax Number:	4809073003		
<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:	480-327-6650		
Email:	trademark@weissbrown.com		
Correspondent Name:	Garland A. Brown, Jr.		
Address Line 1:	6263 N Scottsdale Rd #340		
Address Line 2:	c/o Weiss Brown, PLLC		
Address Line 4:	Scottsdale, ARIZONA 85250		
ATTORNEY DOCKET NUMBER:	1789.0004		
NAME OF SUBMITTER:	Garland A. Brown, Jr.		

CH \$165.00 75407178

SIGNATURE:	/Garland A. Brown, Jr./
DATE SIGNED:	05/02/2016
Total Attachments: 6 source=FSL Marks upload#page1.tif source=FSL Marks upload#page2.tif source=FSL Marks upload#page3.tif source=FSL Marks upload#page4.tif source=FSL Marks upload#page5.tif source=FSL Marks upload#page6.tif	

**ASSIGNMENT AND ASSUMPTION OF
CONTRACTS, LEASES, AND INTELLECTUAL PROPERTY**

THIS ASSIGNMENT AND ASSUMPTION OF CONTRACTS, LEASES, AND INTELLECTUAL PROPERTY ("Assignment") is made as of the 3rd day of March, 2016, by FSL Group, LLC, a Delaware limited liability company ("FSL Group"), RG Ventures, LLC, a Missouri limited liability company ("RG Ventures"), Archware Partners Group, LLC, a Delaware limited liability company ("Archware Group", and collectively with FSL Group and RG Ventures, the "Assignor"), and SportsHub Technologies, LLC, a Minnesota limited liability company (the "Assignee"). Capitalized terms used herein and not defined shall have the meanings ascribed to them in the Asset Purchase Agreement.

WHEREAS, Assignor and Assignee are parties to that certain Asset Purchase Agreement dated as of March 3, 2016 ("Asset Purchase Agreement"); and

WHEREAS, Assignor is party to those certain Acquired Contracts and Intellectual Property Rights listed on Exhibits A and D to the Asset Purchase Agreement; and

WHEREAS, the execution and delivery of this Assignment by the Assignor is a condition precedent to the obligations of the Assignee as set forth in Section 3.2(c) of the Asset Purchase Agreement and to the obligations of the Assignor as set forth in Section 3.1(b) of the Asset Purchase Agreement.

NOW, THEREFORE, in consideration of the Purchase Price paid by Assignee to Assignor under the Asset Purchase Agreement and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Assignor does hereby transfer and assign unto Assignee all of Assignor's rights and interest in all the Acquired Contracts listed on Exhibit D to the Asset Purchase Agreement. Assignor shall remain liable for all of Assignor's obligations under the Acquired Contracts accruing prior to the date hereof or as a result of the termination of any contract not assumed by Assignee.

2. Assignor does hereby transfer and assign unto Assignee all of Assignor's rights, title and interest, including all registration rights and the goodwill associated with, in all Intellectual Property Rights listed on Exhibit A to the Asset Purchase Agreement. Assignor hereby authorizes the Assignee to request, and agrees to cooperate with, at Assignee's sole cost and expense, any relevant government entity or agency as necessary to make Assignee the owner of record as to the entire right, title and interest in the Intellectual Property Rights, for the sole use and enjoyment of the Assignee and its successors or assigns.

3. Assignor hereby assigns, and Assignee hereby assumes and agrees to pay, perform and discharge, in accordance with their terms, the Post-Closing Contract Liabilities under the Acquired Contracts. Assignee does not assume and will not be liable for any Liabilities and Obligations of Assignor under the Acquired Contracts prior to the Closing Date. The assumption by Assignee of the Post-Closing Contract Liabilities under the Acquired

Contracts shall not be construed to defeat, impair or limit in any way the rights, claims or remedies of Assignee under the Asset Purchase Agreement.

4. Assignor hereby further covenants and agrees that it will take such further actions as are necessary or desirable to transfer and assign the Acquired Contracts, leases, and Intellectual Property Rights as described in this Assignment.

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

6. Nothing in this Assignment express or implied is intended to or shall be construed to modify, expand or limit in any way the terms of the Asset Purchase Agreement. To the extent that any provision of this instrument conflicts or is inconsistent with the terms of the Asset Purchase Agreement, the Asset Purchase Agreement will govern.

7. This Assignment may not be amended or modified except in a writing signed by the parties hereto.

8. This Assignment shall be governed by and construed in accordance with the internal Laws of the State of Minnesota without reference to such state's principles of conflicts of law.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, Assignor and Assignee have each executed this Assignment as of the date first above written.

ASSIGNOR:

FSL GROUP, LLC,
a Delaware limited liability company

By: Welton J. Brisson
Name: Welton J. Brisson
Title: President and CEO

RG VENTURES, LLC,
a Missouri limited liability company

By: Welton J. Brisson
Name: Welton J. Brisson
Title: President and CEO

ARCHWARE PARTNERS GROUP, LLC,
a Delaware limited liability company

By: Welton J. Brisson
Name: Welton J. Brisson
Title: President and CEO

ASSIGNEE:

SPORTSHUB TECHNOLOGIES, LLC
a Minnesota limited liability company

By: _____
Name: Rob Phythian
Title: President and Chief Manager

IN WITNESS WHEREOF, Assignor and Assignee have each executed this Assignment as of the date first above written.

ASSIGNOR:

FSL GROUP, LLC,
a Delaware limited liability company

By: _____
Name: Welton J. Brison
Title: President and CEO

RG VENTURES, LLC,
a Missouri limited liability company

By: _____
Name: Welton J. Brison
Title: President and CEO

ARCHWARE PARTNERS GROUP, LLC,
a Delaware limited liability company

By: _____
Name: Welton J. Brison
Title: President and CEO

ASSIGNEE:

SPORTSHUB TECHNOLOGIES, LLC
a Minnesota limited liability company

By: Rob Phythian
Name: Rob Phythian
Title: President and Chief Manager

B. TRADEMARKS

REGISTERED TRADEMARKS	JURISDICTION	STATUS	SERIAL NO	REG. NO.	CLASS/GOODS & SERVICES
			FILING DATE	REG. DATE	
CDM Sports (word)	US	Registered	85325844 5/20/2011	4120870 4/3/2012	IC 41 Entertainment services in the field of online fantasy sports games
CDM Sports (word)	Canada	Registered	1552739 11/18/2011	TMA862270 10/08/2013	IC 41 Entertainment services in the field of online fantasy sports games
Fantasy Cup (word)	US	Registered	85397777 8/15/2011	4412939 10/8/2013	IC 41 Entertainment services in the field of online fantasy sports games
Basketball Challenge (word)	US	Registered	86112120 11/6/2013	4559777 7/1/2014	IC 41 Entertainment services in the field of online fantasy sports games
Football Challenge (word)	US	Registered	85395830 8/11/2011	4340714 5/28/2013	IC 41 Entertainment services in the field of online fantasy sports games
Tour Trade (word)	US	Registered	85571897 3/16/2012	4229834 10/23/2012	IC 41 Entertainment services in the field of online fantasy sports games

2. LEGACY ASSETS

A. TRADEMARKS

From FSL GROUP, LLC:

TRADEMARKS	JURISDICTION	STATUS	SERIAL NO	REG. NO.	CLASS/GOODS & SERVICES
			FILING DATE	REG. DATE	
Diamond Challenge (word)	US	Registered	75407178 12/17/1997	2347555 5/2/2000	IC 41 Entertainment services in the field of online fantasy sports games