

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM385730

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Sports Technologies, LLC		05/23/2016	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	SportsHub Technologies, LLC		
Street Address:	1886 Eleanor Ave		
City:	St. Paul		
State/Country:	MINNESOTA		
Postal Code:	55116		
Entity Type:	Limited Liability Company: MINNESOTA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	86605614	FUZE DRAFT	
CORRESPONDENCE DATA			
Fax Number:	6123391421		
<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:	6123391421		
Email:	nsperling@wfjlawfirm.com		
Correspondent Name:	Nicholas Sperling		
Address Line 1:	100 South Fifth Street, Suite 800		
Address Line 4:	Minneapolis, MINNESOTA 55402		
NAME OF SUBMITTER:	Nicholas Sperling		
SIGNATURE:	/s/ Nicholas Sperling		
DATE SIGNED:	05/26/2016		
Total Attachments: 3			
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OP \$40.00 86605614

TRADEMARK ASSIGNMENT AGREEMENT

This Trademark Assignment Agreement is made by and between **Sports Technologies, LLC** (hereinafter "Assignor"), a corporation organized and existing under the laws of Delaware; AND **SportsHub Technologies, LLC** (hereinafter "Assignee"), a corporation organized and existing under the laws of Minnesota. The Assignor and the Assignee are hereinafter referred to individually as "Party" and collectively as "Parties".

RECITALS

WHEREAS, the Assignor is the proprietor and beneficial owner of a particular United States Trademark Registration Application described herein; and,

WHEREAS, the Assignee desires to acquire from the Assignor the United States Trademark Registration in accord with the terms and conditions of this Agreement; and,

WHEREAS, the Assignor, in exchange for good and valuable consideration, desires to transfer to the Assignee the United States Trademark Registration in accord with the terms and conditions of this Agreement;

NOW THEREFORE, the Parties hereto agree as follows:

AGREEMENT

1. Assignment. For and in consideration of the sum of \$10.00 USD (ten US dollars) paid by the Assignee to the Assignor (the receipt of which is hereby acknowledged), in addition to and combination with the consideration set forth in the Asset Contribution Agreement executed by the Parties, the receipt and sufficiency of which are hereby acknowledged, the Assignor does hereby assign to the Assignee all rights, title and interests derived from and in connection with the Trademark, including any and all goodwill associated with the Trademark.
2. Trademark. Assignor is the proprietor and beneficial owner of the trademark application detailed below.

<u>Trademark</u>	<u>Class</u>	<u>Application No. / Organization</u>
FUSE DRAFT	41	86605614 / USPTO

3. Representations.

(i) The Assignor represents and warrants that it is the sole proprietor of all rights, title and interests derived from and in connection with the Trademark, and that the assignment of the Trademark from the Assignor to the Assignee shall not cause any infringement of intellectual property rights of any third party.

(ii) The Trademark is assigned in their present legal status, which is known to the Assignor as an application in process with the USPTO. To the Assignor's best knowledge, there are no parties who are using the Trademark, own registrations or pending applications for registration of the Trademark and there are no pending cases before the court or national authorities, which may adversely affect the Trademark. The Assignor does not make any further guarantee.

4. Title. The Assignor shall furnish the Assignee with all necessary information on and in connection with the Trademark which may be required to perfect title to the Trademark by Assignee. The Assignor shall furnish the Assignee with the original certificates covering the Trademark.
5. Effective Date & USPTO Registration. This Agreement shall be effective on the date on which this Agreement is executed between the Parties. The Parties hereto agree that this Agreement shall be submitted to the USPTO for its transfer of the trademark application registration record. Each Party hereto shall fully cooperate with the other with regard to such registration or any additional approval that may be required in connection with the implementation of any portion of this Agreement.
6. Entire Agreement & Governing Law. This Agreement and all amendments, modifications, alterations or supplements hereto between the Parties represents the entire agreement between the Parties. This Agreement shall be governed solely by the state laws of Minnesota.
7. Dispute Resolution. Any dispute, controversy or claim arising out of or relating to this Agreement, or breach, termination of invalidity hereof shall be settled through binding arbitration between the Parties. Any such arbitration proceeding shall be governed by the rules of the American Arbitration Association, shall be heard by a single arbitrator and take place in Minneapolis, MN.
8. Amendment. Any amendments, modifications, alterations or supplements to this Agreement shall be made in writing to be legally effective.
9. Binding Effect. Each Party acknowledges that it has read this Agreement, understands it and agrees to be bound hereby, and represents and warrants that the individual executing this Agreement on its behalf is duly authorized to enter into this Agreement.
10. Severability. In the event any provision of this Agreement is deemed invalid or illegal by a Court of any competent jurisdiction, the remainder of the Agreement shall remain in effect as if the offending language were severed and removed.
11. Counterparts. This Agreement may be signed in counterparts.

[signature page to follow]

[signature page to Trademark Assignment Agreement]

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed on their behalf by their duly authorized officers and representative on this 23rd day of MAY, 2016.

ASSIGNOR

Signature: _____

By: _____

Its: _____

ASSIGNEE

Signature: _____

By: _____

Its: _____