

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM468845

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

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
AOMVP, LLC		03/03/2018	Corporation: DELAWARE

RECEIVING PARTY DATA

Name:	COMMERCE PLACE, LLC
Street Address:	2727 Commerce Way
City:	Philadelphia
State/Country:	PENNSYLVANIA
Postal Code:	19154
Entity Type:	Corporation: DELAWARE Limited Liability Company

PROPERTY NUMBERS Total: 10

Property Type	Number	Word Mark
Registration Number:	4124158	AD TOURNAMENT
Registration Number:	4124157	ADTOURNAMENT
Registration Number:	5345807	AO
Registration Number:	4430259	ATHLETE ORIGINALS
Registration Number:	4496461	ATHLETE ORIGINALS
Registration Number:	4492694	ATHLETE ORIGINALS
Registration Number:	5326212	ATHLETE ORIGINALS
Registration Number:	4726801	BY ATHLETES FOR THE FANS
Serial Number:	87432925	ARTIST ORIGINALS
Serial Number:	87454741	BY ARTISTS FOR THE FANS

OP \$265.00 4124158

CORRESPONDENCE DATA

Fax Number: 2157359305
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: 2157359302
Email: Trademarks@thebellesgroup.com
Correspondent Name: Belles Katz LLC
Address Line 1: 1608 Walnut Street, Suite 1302
Address Line 4: Philadelphia, PENNSYLVANIA 19103

NAME OF SUBMITTER:	Brian L. Belles
SIGNATURE:	/Brian L. Belles/
DATE SIGNED:	04/06/2018
Total Attachments: 2 source=Please_DocuSign_AOMVP_Trademark_Assignment_p.pdf#page1.tif source=Please_DocuSign_AOMVP_Trademark_Assignment_p.pdf#page2.tif	

TRADEMARK ASSIGNMENT AGREEMENT

This Assignment Agreement is made by and between **AOMVP, LLC**, a corporation organized and existing under the laws of Delaware, located at 500 Westover Drive #10277 Sanford, NC 27330. (the "Assignor"), and **Commerce Place, LLC**, a limited liability corporation organized and existing under the laws of Delaware, located at 2727 Commerce Way, Philadelphia, PA 19154 (the "Assignee").

The Assignor and the Assignee are hereinafter referred to, individually, as "Party" and collectively, as "Parties".

WHEREAS, the Assignor is the sole owner of the following trademarks of which the particulars are set forth as follows:

Trademark	Class	Registration No.	Registration Date
<i>ADTournament (Logo)</i>	35	4,124,158	04/10/2012
<i>ADTournament</i>	35	4,124,157	04/10/2012
<i>Athlete Originals (Logo)</i>	35, 42	5,345,807	11/28/2017
<i>Athlete Originals</i>	35, 42	4,430,259	11/05/2013
<i>Athlete Originals</i>	35	4,496,461	01/11/2014
<i>Athlete Originals</i>	42	4,492,694	03/24/2014
<i>Athlete Originals</i>	35	5,326,212	10/31/2017
<i>By Athletes for the Fans</i>	35	4,726,801	02/28/2015
Trademark	Class	Application No.	Application Date
<i>Artist Originals</i>	35, 42	87/432,925	05/02/2017
<i>By Artist for the Fans</i>	35	87/454,741	05/18/2017

(collectively, the "Trademarks").

WHEREAS, the Assignee desires to acquire from the Assignor all rights, title and interest to and under the common law as well as the foregoing registrations for the Trademarks along with all related good will in accordance with the terms and conditions of this Agreement.

NOW THEREFORE, the Parties hereto agree as follows:

1. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby sells, conveys, delivers, assigns and otherwise transfers to the Assignee all rights, title and interest in the Trademarks, together with the goodwill of the business symbolized by the Trademarks, all common law rights related to the Trademarks, all rights of renewal and extension, and the right to recover for damages and profits for past infringements thereof. All rights to sue for infringement thereof, whether arising on, prior to or subsequent to the Effective Date of this Agreement, and any and all applications, registrations, renewals and extensions thereof that may hereafter be secured under the laws now or hereafter in effect worldwide including in the United States, are to be held and enjoyed by Assignee, its successors and assigns from and after the Effective

Date hereof as fully and entirely as the same would have been held and enjoyed by Assignor had this Agreement not been made. Assignee does hereby accept all of the right, title and interest of the Assignor in the Trademarks, to and under all of the foregoing.

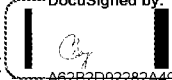
2. The Assignor represents and warrants that it is the sole owner of all rights, title and interests of the Trademarks, and that the assignment of the Trademarks from the Assignor to the Assignee shall not violate any third party's rights.

The Trademarks are assigned in their present legal status, which is known to the Assignor. To the Assignor's best knowledge, as of the Effective Date, there are no third parties who are infringing the Trademarks or own registrations or pending applications for registration of the Trademarks and there are no pending cases before a court or national authorities, which may adversely affect the Trademarks.

3. The Assignor shall furnish the Assignee with all necessary information in connection with the Trademarks, which may be required to perfect title in the Trademarks in the Assignee. The Assignor shall also furnish the Assignee with the original certificates of registration for the Trademarks listed above that have issued. As of the Effective Date, Assignee will no longer be responsible for maintaining any of the Trademarks, including prosecuting any of the pending applications listed above.
4. This Agreement shall be governed and construed in accordance with the laws of the State of Pennsylvania, without regard to its conflict-of-laws provision. Any action arising out of or relating to any provision of this Agreement may be brought and prosecuted only in a court of or located in the State of Pennsylvania, in Philadelphia County, and the Parties hereby waive any objection or defense based upon jurisdiction or venue therein.
5. 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.
6. All of the terms and provisions of this Assignment shall be binding on, and shall inure to the benefit of, the respective legal successors and permitted assigns of the Parties.
7. This Assignment may be executed in counterparts and in electronic form (*e.g.*, PDF), each of which may be deemed an original but together shall constitute but one and the same instrument.

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 30th day of January, 2018 ("Effective Date").

For and on behalf of the Assignor

DocuSigned by:
Signature:  3/3/2018
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By: Chris Dey
Title: CEO

For and on behalf of the Assignee

Signature: 

By: Robert Levin
Title: President