

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM493630

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 Stadium Chair Company, LLC		09/24/2018	Corporation:
RECEIVING PARTY DATA			
Name:	Stadium Holding, Inc.		
Street Address:	1 Main Street		
City:	Shirley		
State/Country:	MASSACHUSETTS		
Postal Code:	01464		
Entity Type:	Corporation: KANSAS		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	5079398	GAMECHANGER	
Registration Number:	4801363	THE STADIUMCHAIR COMPANY	
Serial Number:	87556066	THE STADIUM CHAIR COMPANY	
CORRESPONDENCE DATA			
Fax Number:	2023471684		
<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:	2027198224		
Email:	tcapria@bradley.com		
Correspondent Name:	Stephanie SCRUGGS		
Address Line 1:	1615 L Street, N.W. Suite 1350		
Address Line 4:	Washington, D.C. 20036		
ATTORNEY DOCKET NUMBER:	217620-301001		
NAME OF SUBMITTER:	Timothy L. Capria		
SIGNATURE:	/Timothy L. Capria/		
DATE SIGNED:	10/12/2018		
Total Attachments: 5			
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TRADEMARK ASSIGNMENT AGREEMENT

This TRADEMARK ASSIGNMENT AGREEMENT (“**Trademark Assignment**”), dated as of 1/11, 2018, is made by The Stadium Chair Company, L.L.C, a Kansas corporation (the “**Assignor**”), in favor of Stadium Holding, Inc., a Kansas corporation (“**Assignee**”), the purchaser of certain assets of Assignor pursuant to the Asset Purchase Agreement (“Purchase Agreement”).

WHEREAS, under the terms of the Purchase Agreement, Assignor has conveyed, transferred, and assigned to Assignee, among other assets, certain intellectual property of Assignor, and has agreed to execute and deliver this Trademark Assignment, for recording with the United States Patent and Trademark Office;

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 irrevocably conveys, transfers, and assigns to Assignee, and Assignee hereby accepts, all of Assignor's right, title, and interest in and to the following:

(a) the trademark registrations and trademark applications set forth on Schedule 1 hereto and all issuances, extensions, and renewals thereof (the “**Assigned Trademark Application and Registrations**”), together with the goodwill of the business connected with the use of, and symbolized by, the Assigned Trademark Application and Registrations;

(b) the unregistered and unapplied-for trademarks (the “**Assigned Unregistered and Unapplied-for Trademarks**”) set forth on Schedule 2, together with the goodwill of the business connected with the use of, and symbolized by, the Assigned Unregistered and Unapplied-for Trademarks;

(c) all rights of any kind whatsoever of Assignor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions, and otherwise throughout the world;

(d) any and all royalties, fees, income, payments, and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

(e) any and all claims and causes of action with respect to any of the foregoing, whether accruing before, on, or after the date hereof, including all rights to and claims for damages, restitution, and injunctive and other legal and equitable relief for past, present, and future infringement, dilution, misappropriation, violation, misuse, breach, or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

2. Recordation and Further Actions. Assignor hereby authorizes the Commissioner for Trademarks in the United States Patent and Trademark Office to record and register this Trademark Assignment upon request by Assignee. Following the date hereof, Assignor shall take such steps and actions, and provide such cooperation and assistance to Assignee and its

successors, assigns, and legal representatives, including the execution and delivery of any affidavits, declarations, oaths, exhibits, assignments, powers of attorney, or other documents, as may be necessary to effect, evidence, or perfect the assignment of the Assigned Trademark Application and Registrations or Assigned Unregistered and Unapplied-for Trademarks to Assignee, or any assignee or successor thereto.

3. Terms of the Purchase Agreement. The parties hereto acknowledge and agree that this Trademark Assignment is entered into pursuant to the Purchase Agreement, to which reference is made for a further statement of the rights and obligations of Assignor and Assignee with respect to the Assigned Trademark Application and Registrations or Assigned Unregistered and Unapplied-for Trademarks. The representations, warranties, covenants, agreements, and indemnities contained in the Purchase Agreement shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. In the event of any conflict or inconsistency between the terms of the Purchase Agreement and the terms hereof, the terms of the Purchase Agreement shall govern.

4. Counterparts. This Trademark 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 Trademark Assignment delivered by facsimile, e-mail, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Trademark Assignment.

5. 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.

6. Governing Law. This Trademark Assignment and any claim, controversy, dispute, or cause of action (whether in contract, tort, or otherwise) based upon, arising out of, or relating to this Trademark Assignment and the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws of the United States and the State of Kansas, without giving effect to any choice or conflict of law provision or rule (whether of the State of Kansas or any other jurisdiction).

SIGNATURE PAGE FOLLOWS

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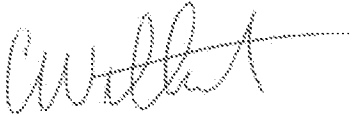
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SIGNATURE PAGE FOLLOWS

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

THE STADIUM CHAIR COMPANY, L.L.C.

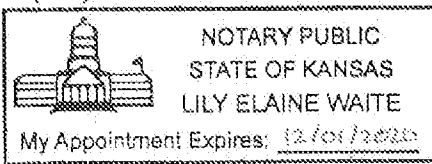



By:
Carl Wilhite, Manager

State of Kansas
County of Johnson

This instrument was acknowledged before me on 9/24/18 (date) by Carl Wilhite as Manager of The Stadium Chair Company, L.L.C.

(Seal)




(Signature of notarial officer)
Title (and Rank): CSA III
My appointment expires: 12/01/2020

STADIUM HOLDING, INC.

By:
Stanley M. Jurga, Sr., President

State of Kansas
County of _____

This instrument was acknowledged before me on _____ (date) by Stanley M. Jurga, Sr. as President of Stadium Holding, Inc.

(Seal)

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

THE STADIUM CHAIR COMPANY, L.L.C.

By: _____
Carl Wilhite, Manager

State of Kansas
County of _____

This instrument was acknowledged before me on _____ (date) by Carl Wilhite as Manager of The Stadium Chair Company, L.L.C.

(Seal)

(Signature of notarial officer)
Title (and Rank): _____
My appointment expires: _____

STADIUM HOLDING, INC.

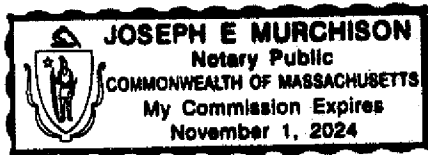
By: Stanley M. Jurga, Sr.
Stanley M. Jurga, Sr., President

State of Kansas Massachusetts
County of Middlesex

This instrument was acknowledged before me on 10-4-2018 (date) by Stanley M. Jurga, Sr. as President of Stadium Holding, Inc.

(Seal)


Joseph E. Murchison
(Signature of notarial officer)
Title (and Rank): ABM
My appointment expires: Nov. 1st 2024



SCHEDULE 1

Assigned Trademark Application and Registrations

Trademark Registrations

Mark	Jurisdiction	Registration Number	Registration Date
GAMECHANGER	U.S.	5079398	November 8, 2016
 The logo features the words "THE STADIUM CHAIR" in a large, bold, sans-serif font. "THE" is positioned above "STADIUM". Below "STADIUM CHAIR" is the word "COMPANY" in a smaller, all-caps font.	U.S.	4801363	August 25, 2015

Trademark Application

Mark	Jurisdiction	ITU Status	Application Serial Number	Filing Date
THE STADIUM CHAIR COMPANY	U.S.	Use-based	87556066	August 4, 2017