

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM510815

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
COMMERCE PLACE, LLC		12/11/2018	Limited Liability Company:
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	COMMERCE CITY, LLC		
<b>Street Address:</b>	500 Westover Drive		
<b>Internal Address:</b>	#10277		
<b>City:</b>	Sanford		
<b>State/Country:</b>	NORTH CAROLINA		
<b>Postal Code:</b>	27330		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 10</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4124158	AD TOURNAMENT	
<b>Registration Number:</b>	4124157	ADTOURNAMENT	
<b>Registration Number:</b>	5345807	AO	
<b>Registration Number:</b>	4430259	ATHLETE ORIGINALS	
<b>Registration Number:</b>	4496461	ATHLETE ORIGINALS	
<b>Registration Number:</b>	4492694	ATHLETE ORIGINALS	
<b>Registration Number:</b>	5326212	ATHLETE ORIGINALS	
<b>Registration Number:</b>	4726801	BY ATHLETES FOR THE FANS	
<b>Registration Number:</b>	5460947	ARTIST ORIGINALS	
<b>Registration Number:</b>	5444911	BY ARTISTS FOR THE FANS	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<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>			
<b>Phone:</b>	9545586999		
<b>Email:</b>	darren@heitnerlegal.com		
<b>Correspondent Name:</b>	Darren Heitner		
<b>Address Line 1:</b>	215 Hendricks Isle		
<b>Address Line 4:</b>	Fort Lauderdale, FLORIDA 33301		

OP \$265.00 4124158

<b>NAME OF SUBMITTER:</b>	Darren Heitner
<b>SIGNATURE:</b>	/Darren Heitner/
<b>DATE SIGNED:</b>	02/20/2019
<b>Total Attachments: 2</b> source=Please_DocuSign_CP_Trademark_Assignment_pf2#page1.tif source=Please_DocuSign_CP_Trademark_Assignment_pf2#page2.tif	

## TRADEMARK ASSIGNMENT AGREEMENT

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

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:

<b>Trademark</b>	<b>Class</b>	<b>Registration No.</b>	<b>Registration Date</b>
ADTournament (Logo)	35	4,124,158	04/10/2012
ADTournament	35	4,124,157	04/10/2012
Athlete Originals (Logo)	35, 42	5,345,807	11/28/2017
Athlete Originals	35, 42	4,430,259	11/05/2013
Athlete Originals	35	4,496,461	01/11/2014
Athlete Originals	42	4,492,694	03/24/2014
Athlete Originals	35	5,326,212	10/31/2017
By Athletes for the Fans	35	4,726,801	02/28/2015
Artist Originals	35, 42	5,460,947	05/01/2018
By Artists for the Fans	35	5,444,911	04/10/2018

(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:

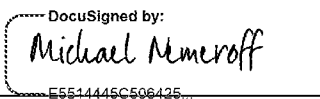
1. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby sells, conveys, delivers, assigns and otherwise transfers to the Assignee all rights, title and interest in the Trademarks, together with the goodwill of the business symbolized by the 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 free and clear of any encumbrances, 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 representatives on this 11<sup>th</sup> day of December, 2018 ("Effective Date").

For and on behalf of the Assignor

Signature:  E5514445C506425...

By: Michael Nemeroff  
Title: Commerce Place LLC Managing Member

For and on behalf of the Assignee

Signature:  A62B2D92282A490...

By: Chris Dey  
Title: CEO