

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM530294

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| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| AthleteTrax, LLC | | 01/30/2019 | Limited Liability Company: PENNSYLVANIA |
| RECEIVING PARTY DATA | | | |
| Name: | AthleteTrax Acquisitions, LLC | | |
| Street Address: | 11 Stanwix Street | | |
| City: | Pittsburgh | | |
| State/Country: | PENNSYLVANIA | | |
| Postal Code: | 15222 | | |
| Entity Type: | Limited Liability Company: DELAWARE | | |
| PROPERTY NUMBERS Total: 1 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 4367091 | ATHLETETRAX | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | 8668507498 | | |
| <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: | 212-883-4909 | | |
| Email: | adivino@cozen.com | | |
| Correspondent Name: | Amy F. Divino c/o Cozen O'Connor | | |
| Address Line 1: | 277 Park Avenue | | |
| Address Line 2: | 20th Floor | | |
| Address Line 4: | New York, NEW YORK 10172 | | |
| ATTORNEY DOCKET NUMBER: | 443491 | | |
| NAME OF SUBMITTER: | Amy F. Divino | | |
| SIGNATURE: | /AFD/ | | |
| DATE SIGNED: | 07/02/2019 | | |
| Total Attachments: 7 | | | |
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INTELLECTUAL PROPERTY ASSIGNMENT

This Intellectual Property Assignment (the "**Assignment**"), effective as of the last date by which all parties have executed this Agreement, is made between AthleteTrax, LLC, a Pennsylvania limited liability company having a place of business at 6105 Spirit St (Apt 340) Pittsburgh, PA 15206 ("**ASSIGNOR**"), and, AthleteTrax Acquisitions, LLC, a Delaware limited liability company, located at 11 Stanwix Street, Pittsburgh, PA 15222 ("**ASSIGNEE**") (collectively, the "**Parties**").

WHEREAS, ASSIGNOR is the owner of certain intellectual property;

WHEREAS, ASSIGNEE has entered into that certain Asset Purchase Agreement with ASSIGNOR dated January 30, 2019 (the "**APA**"), whereby ASSIGNOR has conveyed, transferred, and assigned to ASSIGNEE, among other assets, certain intellectual property of ASSIGNOR, and has agreed to execute and deliver this Assignment for recording with the United States Patent and Trademark Office, and corresponding entities or agencies in any applicable jurisdictions;

NOW, THEREFORE, in accordance with the terms and conditions of the APA, and in consideration of the foregoing and of the mutual promises contained herein, the sufficiency of and receipt of which consideration is acknowledged by the Parties hereto, the Parties, intending to be legally bound hereby, do agree as follows:

1. Assignment. ASSIGNOR has sold, assigned, transferred, and conveyed, and does hereby sell, assign, transfer, and convey to ASSIGNEE, and ASSIGNEE hereby accepts, the entire right, title, and interest in and to the following ("**Assigned IP**"):
 - a. The patents and patent applications set forth on **Schedule A** hereto and all issuances, divisions, continuations, continuations-in-part, reissues, extensions, reexaminations, and renewals thereof, and all letters patent, invention registrations, utility models, extension or reissues and other patent rights, obtained for the patents in the United States or any other country, together with the right to claim priority under any International Convention in all member countries thereof (the "**Patents**");
 - b. The trademark registrations and applications set forth on **Schedule B** hereto and all issuances, extensions, and renewals thereof (the "**Trademarks**"), together with the goodwill of the business connected with the use of, and symbolized by, the Trademarks;
 - c. The copyright registrations, applications for registration and exclusive copyright licenses set forth on **Schedule C** hereto and all issuances, extensions, and renewals thereof (the "**Copyrights**");
 - d. 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;
 - e. 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
 - f. 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 United States Patent and Trademark Office, the Register of Copyrights in the United States Copyright Office and the officials of corresponding entities or agencies in any applicable jurisdictions to record and register this Assignment upon request by ASSIGNEE. Following the date hereof, upon ASSIGNEE'S reasonable request, and at ASSIGNEE'S sole cost and expense, 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 IP to ASSIGNEE, or any assignee or successor thereto.
3. Terms of the Asset Purchase Agreement. The Parties hereto acknowledge and agree that this Assignment is entered into pursuant to the APA, to which reference is made for the statement of the rights and obligations of ASSIGNOR and ASSIGNEE with respect to the Assigned IP. The representations, warranties, covenants, agreements, and indemnities contained in the APA specifically relating to the Assigned IP shall not be superseded, enlarged, altered or amended 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 APA and the terms hereof, the terms of the APA shall govern.
4. Counterparts. This 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 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 Assignment.
5. Successors and Assigns. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.
6. Governing Law. This Agreement shall be governed by and construed in accordance with the internal laws of the State of Delaware without giving effect to any choice or conflict of law provision or rule (whether of the State of Delaware or any other jurisdiction).

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, ASSIGNOR and ASSIGNEE have executed this Assignment on the dates indicated below.

ASSIGNOR:
ATHLETETRAX, LLC

By:  _____

Name: Jonathan Halpern

Title: President & Chief Executive Officer

Date: January 30, 2019

ASSIGNEE:
ATHLETETRAX ACQUISITIONS, LLC

By: _____

Name: Brian Shanahan

Title: Chief Executive Officer

Date: January ____, 2019

IN WITNESS WHEREOF, ASSIGNOR and ASSIGNEE have executed this Assignment on the dates indicated below.

ASSIGNOR:
ATHLETETRAX, LLC

By: _____

Name: Jonathan Halpern

Title: President & Chief Executive Officer

Date: January ____, 2019

ASSIGNEE:
ATHLETETRAX ACQUISITIONS, LLC

DocuSigned by:

By: _____
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Name: Brian Shanahan

Title: Chief Executive Officer

Date: January 30, 2019

SCHEDULE A

Patents

None.

SCHEDULE B

Trademarks

ATHLETETRAX, Registration No. 4367091, Registration Date July 16, 2013, United States Patent and Trademark Office.

SCHEDULE C

Copyrights

None.