

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM606768

<b>SUBMISSION TYPE:</b>	RESUBMISSION		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>RESUBMIT DOCUMENT ID:</b>	900572564		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Drone Racing League, Inc. a/k/a DRL		09/24/2020	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Performance Drone Works, LLC		
<b>Also Known As:</b>	AKA PDW		
<b>Street Address:</b>	3414 Governors Drive SW		
<b>City:</b>	Huntsville		
<b>State/Country:</b>	ALABAMA		
<b>Postal Code:</b>	35805		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	5897862	PDW	
<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>	617-642-1004		
<b>Email:</b>	patti@pattijones.com		
<b>Correspondent Name:</b>	Patricia A. Jones		
<b>Address Line 1:</b>	20 Park Plaza, Suite 400		
<b>Address Line 4:</b>	Boston, MASSACHUSETTS 02116		
<b>NAME OF SUBMITTER:</b>	Patricia A. Jones		
<b>SIGNATURE:</b>	/Patricia A. Jones/		
<b>DATE SIGNED:</b>	11/04/2020		
<b>Total Attachments: 4</b>			
source=ORIGINALDRLPDWCOVERSHEET1#page1.tif			
source=ORIGINALDRLPDWCOVERSHEET2#page1.tif			
source=PDW TRADEMARK ASSIGNMENT -PTO pg.1#page1.tif			



## TRADEMARK ASSIGNMENT

This Trademark ASSIGNMENT is effective this 27 day of September, 2020 by and between Drone Racing League, Inc., a/k/a "DRL" a Delaware Corporation, having a principal business address of 40 W. 27<sup>th</sup> Street, New York, New York 10001 (hereinafter referred to as "Assignor") and Performance Drone Works, LLC a/k/a "PDW," a Delaware Limited Liability Company, having a principal business address of 3414 Governors Drive SW, Suite 350, Huntsville, Alabama 35805 (hereinafter referred to as "Assignee").

WHEREAS, Assignor owns an undivided right, title and interest in the Trade and Service Mark PDW and its United States Patent and Trademark Office Registration Number 5897862 and has used, or is using PDW in connection with the following classes of goods and services and owns (hereinafter the "Mark") :

IC 009. Computer hardware and software systems, downloadable software applications, and computer software for the development and production of drones and unmanned aerial vehicles; educational software featuring instruction in the field of drones and unmanned aerial vehicles (UAVs); DVDs featuring drone and unmanned aerial vehicles (UAVs) education and training materials and information about the operation, piloting, maintenance, development and production of drones and unmanned aerial vehicles (UAVs); virtual reality headsets and goggles; wireless transmitters for drones; batteries for drones.

IC 012. Drones and unmanned aerial vehicles (UAVs); Drone kit sold as a unit comprised of a drone, drone transmitter, virtual reality headset, and drone replacement parts and batteries.

IC 016. Printed materials, namely, guides, manuals, technical specification documents, and instructional, educational, and teaching materials in the fields of drones and unmanned aerial vehicles (UAVs) and the piloting, repairing, maintenance, developing, and producing of drones and unmanned aerial vehicles; stickers; letterhead paper; posters featuring information about drones and unmanned aerial vehicles (UAVs).

IC 025. Clothing, namely, T shirts, jackets, coats, sweatshirts and sweatpants, hoodies, pants, shirts, shorts, hats, beanies and caps.

IC 041. Educational and training services, namely, conducting programs on professional drones and unmanned aerial vehicles (UAVs) and the piloting of drones and unmanned aerial vehicles (UAVs); educational and training services, namely, providing clinics, programs, classes, seminars, workshops, courses, and presentations in the fields of piloting of professional drones and unmanned aerial vehicles (UAVs) and professional drone and unmanned aerial vehicle (UAV) development, production, maintenance, and mechanics; educational services, namely, providing online instruction in the field of professional drones and unmanned aerial vehicles (UAVs) via an online website; providing a web site featuring non-downloadable instructional videos, guides, and instructional and technical manuals in the field of drones and unmanned aerial vehicles.

WHEREAS, Assignee wishes to acquire the entire undivided right, title and interest in and to the Mark, including but not limited to any and all common law rights in and to the Mark and the goodwill of the business associated therewith, as well as all the registration therefor.

NOW THEREFORE, for good and value consideration, receipt and sufficiency of which is hereby acknowledged, Assignor hereby conveys, transfers, and assigns to Assignee all right, title and interest in and to the undivided interest in the Mark, as well as the registration therefor, together with the goodwill of the business symbolized thereby throughout the Universe.

Assignor further assigns to Assignee all rights to sue for and receive and recover all damages, profits, and all other remedies occurring for any and all past and future infringing uses of the Mark.

Assignor warrants that Assignor has good and valid title to an undivided interest in the Mark, including the registration therefor.

Assignor agrees that upon request by Assignee, Assignor shall execute all papers, make all rightful oaths, testify on behalf of Assignees and do other lawful acts necessary to carry to the intent of this Assignment at Assignee's expense and request, as well as provide such documents, material, information, or assistance as Assignee may consider necessary.

This Assignment shall be binding on the parties, their successors and/or assigns and all others acting by, through, with or under their direction, and all those in privity therewith.

AGREED AND ACCEPTED:  
BY: DRONE RACING LEAGUE, INC.  
AKA "DRL"  
"ASSIGNOR"

AGREED AND ACCEPTED:  
BY: PERFORMANCE DRONE WORKS, LLC  
AKA: PDW  
"ASSIGNEE"

DocuSigned by:  
*Nicholas Horbaczewski*  
-----  
By: Nicholas Horbaczewski  
TITLE: CEO

DocuSigned by:  
*Patrick Laney*  
-----  
By: Patrick Laney  
TITLE: CEO