

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM624866

SUBMISSION TYPE:	RESUBMISSION
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL
RESUBMIT DOCUMENT ID:	900582529

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
MODELL'S II, INC.		08/14/2020	Corporation:

RECEIVING PARTY DATA

Name:	Modell's Sporting Goods Online, Inc.
Street Address:	1680 Michigan Ave Ste 700
City:	Miami Beach
State/Country:	FLORIDA
Postal Code:	33139
Entity Type:	Corporation: DELAWARE

PROPERTY NUMBERS Total: 7

Property Type	Number	Word Mark
Registration Number:	1989940	GOTTA GO TO MO'S
Registration Number:	5146623	GOTTA GO TO MO'S
Registration Number:	2188816	MODELL'S SPORTING GOODS
Registration Number:	2197049	MODELL'S
Registration Number:	3577930	MVP MODELL'S SPORTING GOODS GOTTA GO TO
Registration Number:	3711573	TEAM WEEKS MODELL'S SPORTING GOODS
Registration Number:	5852000	CORTLANDT

CORRESPONDENCE DATA

Fax Number: 6503280199

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: 650-328-0100

Email: ceg@i-plaw.com

Correspondent Name: Charles E. Gotlieb

Address Line 1: 540 University Ave.

Address Line 2: Suite 300

Address Line 4: Palo Alto, CALIFORNIA 94301

ATTORNEY DOCKET NUMBER:	10336
NAME OF SUBMITTER:	Charles E. Gotlieb

TRADEMARK

SIGNATURE:	/S Charles E. Gottlieb /
DATE SIGNED:	02/05/2021
Total Attachments: 10 source=Notice#page1.tif source=CoverSheet#page1.tif source=Marked up assignment#page1.tif source=Marked up assignment#page2.tif source=Marked up assignment#page3.tif source=Marked up assignment#page4.tif source=Marked up assignment#page5.tif source=Marked up assignment#page6.tif source=Marked up assignment#page7.tif source=Marked up assignment#page8.tif	

IP ASSIGNMENT AGREEMENT

This IP ASSIGNMENT AGREEMENT (this “Agreement”) is executed as of August 14, 2020 (the “Closing Date”), by and among Modell’s Sporting Goods Online, Inc., a Delaware corporation (“Assignee”) and (ii) Modell’s Sporting Goods, Inc., a Delaware corporation, and its affiliates that are indicated on the signature pages attached hereto (each an “Assignor” and collectively “Assignors”). Assignors and Assignee may be referred to herein, individually, as a “Party” and, collectively, as the “Parties.”

WHEREAS, this Agreement is being delivered in connection with the Closing of the transactions contemplated by that certain Amended and Restated Intellectual Property Asset Purchase Agreement, dated as of August 7, 2020, by and among the Assignors and Assignee and the other parties thereto (the “Purchase Agreement”);

WHEREAS, pursuant to the Purchase Agreement, each Assignor has agreed to sell, transfer, assign and convey to Assignee, and Assignee has agreed to purchase, acquire and accept from such Assignors, all of such Assignors’ right, title and interest in, to and under certain Intellectual Property; and

WHEREAS, this Agreement, as duly executed by Assignee and each Assignor, is being delivered as of the date hereof by each Party to the other Parties effective as of the Closing.

NOW, THEREFORE, in consideration of the foregoing and the covenants and agreements herein contained and intending to be legally bound hereby, Assignee and Assignors do hereby agree as follows:

I.

ASSIGNMENT OF INTELLECTUAL PROPERTY

1.1. Definitions. Capitalized terms used but not defined in this Agreement have the meanings given to such terms in the Purchase Agreement.

1.2. Assignment. Each Assignor hereby transfers and assigns to Assignee all of such Assignor’s right, title and interest in, to and under the: (i) patents and patent applications listed in Schedule A, (ii) trademark registrations and trademark applications listed in Schedule B, and all goodwill associated therewith; and (iii) copyright registrations listed in Schedule C.

1.3. Recordation. Each Assignor hereby authorizes Assignee to file at the United States Patent & Trademark Office, the United States Copyright Office, and their respective counterparts in any applicable jurisdiction in the world, this Agreement.

1.4. Excluded Assets. Assignors except, reserve, and exclude all of Assignors’ rights, titles and interests in, to and under the Excluded Assets, as provided in the Purchase Agreement. Without limiting the foregoing, Assignors do not hereby sell, transfer, assign and convey to Assignee any right, title or interest in any assets, properties and rights of Assignors that are not Acquired Assets.

II.

MISCELLANEOUS

2.1. Purchase Agreement. This Agreement is expressly made subject to the terms of the Purchase Agreement. In the event of any conflict or inconsistency between the terms of the Purchase Agreement and the terms of this Agreement (including the schedules hereto), the terms of the Purchase Agreement shall control.

2.2. Successors and Assigns. The provisions of this Agreement shall bind and inure to the benefit of Assignors and Assignee and their respective successors and permitted assigns.

2.3. Amendment and Waiver. Any provision of this Agreement may be (a) amended only in a writing signed by Assignors and Assignee or (b) waived only in a writing executed by the Person against which enforcement of such waiver is sought. No waiver of any provision hereunder or any breach or default thereof will extend to or affect in any way any other provision or prior or subsequent breach or default.

2.4. Severability. Whenever possible, each provision of this Agreement will be interpreted in such manner as to be effective and valid under applicable Law, but if any provision of this Agreement is held to be invalid, illegal or unenforceable in any jurisdiction, such provision shall be ineffective as to such jurisdiction to the extent of such invalidity, illegality or unenforceability without invalidating or affecting the remaining provisions hereof or affecting the validity, legality or enforceability of such provision in any other jurisdiction. Upon such a determination, the Parties hereto shall negotiate in good faith to modify this Agreement so as to effect the original intent of the Parties hereto as closely as possible in a reasonably acceptable manner in order that the transactions contemplated hereby may be consummated as originally contemplated to the fullest extent possible.

2.5. Governing Law; Consent to Jurisdiction and Venue; Jury Trial Waiver. Section 12.7 of the Purchase Agreement is incorporated herein by reference, *mutatis mutandis*.

2.6. Captions. The captions and article and section numbers in this Agreement are for convenience only and do not constitute a part of this Agreement and shall not affect in any way the meaning or interpretation of this Agreement. References in this Agreement to articles and sections are to articles and sections of this Agreement unless otherwise specified.

2.7. Counterparts and PDF. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which together will constitute one and the same instrument. This Agreement or any counterpart may be executed and delivered by facsimile copies or delivered by electronic communications by portable document format (.pdf), each of which shall be deemed an original. At the request of any Party, each other Party hereto will re-execute original forms of this Agreement and deliver them to all other parties. No Party will raise the use of a facsimile machine, .PDF or other electronic transmission to deliver a signature or the fact that any signature or contract was transmitted or communicated through the use of facsimile machine, .PDF or other electronic transmission as a defense to the formation of a contract and each such Party forever waives any such defense.

[Signature Pages Follow]

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their respective duly authorized officers as of the date first above written, to be effective as of the Closing Date.

ASSIGNORS:

MODELL'S SPORTING GOODS, INC.

By: Robert J. Duffy
Name: Robert J. Duffy
Title: Chief Restructuring Officer

MODELL'S II, INC.

By: Robert J. Duffy
Name: Robert J. Duffy
Title: Chief Restructuring Officer

MODELL'S NY II, INC.

By: Robert J. Duffy
Name: Robert J. Duffy
Title: Chief Restructuring Officer

MODELL'S NJ II, INC.

By: Robert J. Duffy
Name: Robert J. Duffy
Title: Chief Restructuring Officer

MODELL'S PA II, INC.

By: Robert J. Duffy
Name: Robert J. Duffy
Title: Chief Restructuring Officer

MODELL'S MARYLAND II, INC.

By: Robert J. Duffy
Name: Robert J. Duffy
Title: Chief Restructuring Officer

MODELL'S VA II, INC.

By: Robert J. Duffy
Name: Robert J. Duffy
Title: Chief Restructuring Officer

MODELL'S DE II, INC.

By: Robert J. Duffy
Name: Robert J. Duffy
Title: Chief Restructuring Officer

MODELL'S DC II, INC.

By: Robert J. Duffy
Name: Robert J. Duffy
Title: Chief Restructuring Officer

MODELL'S CT II, INC.

By: Robert J. Duffy
Name: Robert J. Duffy
Title: Chief Restructuring Officer

MSG LICENSING, INC.

By: Robert J. Duffy
Name: Robert J. Duffy
Title: Chief Restructuring Officer

MODELL'S NH, INC.

By: Robert J. Duffy
Name: Robert J. Duffy
Title: Chief Restructuring Officer

MODELL'S MASSACHUSETTS, INC.

By: Robert J. Duffy
Name: Robert J. Duffy
Title: Chief Restructuring Officer

MODELL'S ONLINE, INC.

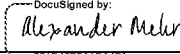
By: Robert O. Duffy
Name: Robert O. Duffy
Title: Chief Restructuring Officer

Signature Page to IP Assignment Agreement

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their respective duly authorized officers as of the date first above written, to be effective as of the Closing Date.

ASSIGNEE:

**MODELL'S SPORTING GOODS
ONLINE, INC.**

By: 
Name: Alex Mehr
Title: Chief Executive Officer

Schedule B - Trademarks

Trademark	Serial Number	Registration Number	Status
GOTTA GO TO MO'S	74708538	1989940	Live
GOTTA GO TO MO'S	87108510	5146623	Live
MODELL'S SPORTING GOODS	75206208	2188816	Live
MODELL'S	75206210	2197049	Live
MVP MODELL'S SPORTING GOODS GOTTA GO TO MO'S	78741064	3577930	Dead
TEAM WEEKS MODELL'S SPORTING GOODS	77697916	3711573	Dead
CORTLANDT	87291910	5852000	Live