# TRADEMARK ASSIGNMENT COVER SHEET

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SUBMISSION TYPE:RESUBMISSIONNATURE OF CONVEYANCE:ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILLRESUBMIT DOCUMENT ID:900620748

#### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Fanalyst, LLC		05/27/2021	Limited Liability Company: FLORIDA

#### **RECEIVING PARTY DATA**

Name:	FanalystUS Inc.
Street Address:	850 New Burton Road
Internal Address:	Suite 201
City:	Dover
State/Country:	DELAWARE
Postal Code:	19940
Entity Type:	Corporation: DELAWARE

## **PROPERTY NUMBERS Total: 1**

Property Type	Number	Word Mark
Serial Number:	90666831	FANALYST

#### CORRESPONDENCE DATA

**Fax Number:** 9545232872

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:** (954)5259900

**Email:** PBUCKLEY@BERGERSINGERMAN.COM

Correspondent Name: BERGER SINGERMAN LLP
Address Line 1: 350 E. Las Olas Bvld., Suite 1000
Address Line 4: Fort Lauderdale, FLORIDA 33301

ATTORNEY DOCKET NUMBER:	29435.6010	
NAME OF SUBMITTER:	Geoffrey lottenberg	
SIGNATURE: /Geoffrey Lottenberg/		
DATE SIGNED:	06/30/2021	

## **Total Attachments: 4**

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## TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT ("<u>Assignment</u>"), effective as of May 27, 2021 ("<u>Effective Date</u>") is by and between Fanalyst, LLC, a Florida limited liability company a place of business at 153 East Flagler Street #191 Miami Florida 33131 (the "<u>Assignor</u>"), and FanalystUS Inc., a Delaware Corporation with a place of business at 850 New Burton Road, Suite 201, Dover, DE (the "<u>Assignee</u>,").

WHEREAS, Assignor is the owner of all right, title, and interest in and to the name and trademark FANALYST (hereinafter the "Mark");

WHEREAS, on April 23, 2021, Assignor filed with the United States Patent and Trademark Office ("<u>USPTO</u>") a trademark application for the Mark, assigned U.S. Application Serial Number 90/666,831, in connection with "providing sports information via a website, namely providing a website for aggregating and centralizing access to sports-related podcasts, live-streams, articles, and posts" (the "<u>USPTO Filing</u>");

WHEREAS, Assignee wishes to acquire the Mark and all right, title, and interest thereto and is the successor to that portion of the business of the Assignor to which the trademarks pertain, and Assignor wishes to assign the Mark and all right, title and interest thereto to the Assignee;

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged:

- 1. <u>Assignment</u>: Assignor does hereby irrevocably sell, assign, transfer, and convey to Assignee, (1) all right, title and interest including common law rights, title, and interest, in the United States of America, in and to the Mark, together with the portion of the business to which the Mark pertains and the goodwill associated therewith, including without limitation the USPTO Filing and all rights of priority and renewal as may now or hereafter be granted by law; (2) all of Assignor's rights to causes of action (whether known or unknown or whether currently pending, filed, or otherwise) and remedies related to the Mark, including the right to sue (including for damages and injunctive relief), counterclaim and recover for any past, present or future infringement, violation, dilution or other unauthorized use of the Mark; (3) all of Assignor's rights to receive income, royalties, damages, payments or other consideration now or hereafter due or payable with respect to the Mark; and (4) all of Assignor's rights to prosecute and maintain the Mark and the USPTO Filing.
- 2. <u>Representations and Warranties</u>: Assignor hereto represents and warrants that it has the right and authority to execute this Agreement and that it has not sold, assigned, transferred, conveyed, licensed or otherwise disposed of the Mark, or any interest therein.
- 3. <u>Recordation</u>: Assignor hereby authorizes and requests that the United States Patent and Trademark Office and each other trademark office, entity and agency in each applicable jurisdiction worldwide to record this Trademark Assignment, to record Assignee as the assignee and owner of the Trademark Rights and to issue all trademark registrations included in, or that may be granted upon, any of the Trademark Rights to and in the name of Assignee
- 4. <u>Miscellaneous</u>: This Assignment shall be governed by, and construed and enforced in accordance with, the laws of the State of Florida (including in respect of the statute of limitations or other limitations period applicable to any such claim, controversy or dispute unless this Assignment expressly states otherwise), without giving effect to conflict of law principles thereof. This Assignment shall inure to the benefit of and is binding upon the respective successors and assigns of Assignor and Assignee. Assignee may freely assign this Assignment and its rights hereunder, without consent from the Assignor. If any provision of this Assignment is, for any reason, held to be invalid or unenforceable, the other provisions of

this Assignment will be unimpaired and the invalid or unenforceable provision will be deemed modified so that it is valid and enforceable to the maximum extent permitted by law. This Assignment may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original, but all of which together shall constitute one and the same instrument. Delivery of an executed counterpart of a signature page of this Assignment by facsimile or by PDF file (portable document format file) shall be as effective as delivery of a manually executed counterpart of this Assignment.

[signatures on next page]

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IN WITNESS WHEREOF, the Parties have caused this Assignment to be executed by their duly authorized representatives as of the Effective Date.

ASSIGNOR:	ASSIGNEE:
FANALYST, LLC	FANALYSTUS, INC.
By: Nicholas Bonfiglio	By: Nicholas Bonfiglio
Name: Nicholas Bonfiglio	Name: Nicholas Bonfiglio
Title: President & CEO	Title: President & CEO

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**RECORDED: 06/01/2021**