

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM675963

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
NWHL, LLC		06/11/2021	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	NLTT Hockey Ventures, LLC		
Street Address:	20888 Ashley Way		
City:	Saratoga		
State/Country:	CALIFORNIA		
Postal Code:	95070		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Serial Number:	88704294	MINNESOTA WHITECAPS	
Registration Number:	5846889	M MINNESOTA	
Registration Number:	5680716	M MINNESOTA	
CORRESPONDENCE DATA			
Fax Number:			
<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>			
Email:	bnatter@haugpartners.com		
Correspondent Name:	Ben Natter		
Address Line 1:	745 Fifth Avenue		
Address Line 4:	New York, NEW YORK 10151		
NAME OF SUBMITTER:	Juan Villazon		
SIGNATURE:	/Juan Villazon/		
DATE SIGNED:	09/22/2021		
Total Attachments: 4			
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source=Whitecaps - Assignment 2 b#page3.tif			
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OP \$90.00 88704294

TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT ("Assignment") is made and entered into this 11th day of June, 2021, by and between NWHL, LLC, a Delaware limited liability company ("Assignor"), and NLTT Hockey Ventures, LLC, a Delaware limited liability company ("Assignee").

RECITALS

A. Assignor has adopted and used trademarks in connection with (i) entertainment services in the nature of hockey games, and (ii) goods in the nature of clothing, fan gear and souvenirs, as set forth in Exhibit A attached hereto and by this reference made a part hereof (collectively, the "Trademarks").

B. Assignor has certain common law rights in and to the Trademarks; however, Assignor makes no representation or warranty as to the scope, priority, or extent of Assignor's rights in or to the Trademarks.

C. Pursuant to the terms of that certain Asset Purchase Agreement entered into by and between Assignor and Assignee concurrently herewith (the "Purchase Agreement"), Assignee desires to acquire any and all rights in and to the Trademarks that Assignor may own, including any and all common law rights in and to the Trademarks as a consequence of Assignor's use of the Trademarks as described in Exhibit A.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

AGREEMENT

1. Assignment. Assignor hereby quitclaims and assigns to Assignee, without warranty, all right, title and interest that Assignor may own in and to the Trademarks, together with the goodwill of the business connected with the use of, and symbolized by, the Trademarks; all right, title and interest that Assignor may have in and to 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; any and all claims and causes of action that Assignor may have 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. Acceptance of Assignment. Assignee accepts the within assignment of the Trademarks and assumes all obligations with respect thereto on the terms set forth herein and as set forth in the Purchase Agreement.

3. Successors and Assigns. This Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

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. DISCLAIMER. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, ASSIGNOR DISCLAIMS ALL WARRANTIES AS TO ASSIGNOR'S RIGHT, TITLE AND INTEREST IN AND TO THE TRADEMARKS, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTY OF NON-INFRINGEMENT. NOTWITHSTANDING THE FOREGOING, NOTHING IN THIS TRADEMARK ASSIGNMENT AGREEMENT LIMITS OR OTHERWISE MODIFIES ANY INDEMNITY OR OTHER OBLIGATIONS SET FORTH IN THE PURCHASE AGREEMENT.

[Signature Page Follows]

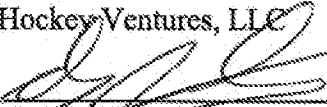
Final Form

IN WITNESS WHEREOF, Assignor has caused this Assignment to be executed as of the date first written above.

ASSIGNEE:

NLTT Hockey Ventures, LLC

By:

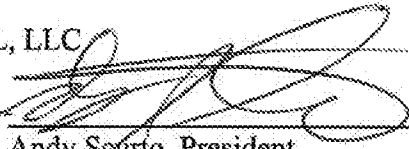


Andy Scurto, Manager

ASSIGNOR:

NWHL, LLC



By:



Andy Scurto, President

Exhibit A

Trademarks

Trademark	Goods and/or Services
<p><i>Application Number: 88704294</i></p> <p>MINNESOTA WHITECAPS</p>	<p>Entertainment in the nature of hockey games.</p>
<p><i>Registration Number: 5846889</i></p>  The logo is a circular emblem with a dark background. It features a stylized white 'W' that curves around a central white circle. The word 'MINNESOTA' is written in white capital letters along the bottom inner edge of the circle.	<p>Entertainment in the nature of hockey games.</p>
<p><i>Registration Number: 5680716</i></p>  The logo is a circular emblem with a dark background. It features a stylized white 'W' that curves around a central white circle. The word 'MINNESOTA' is written in white capital letters along the bottom inner edge of the circle.	<p>Hats; Hoodies; Jerseys; Leggings; One-piece garments for children; Shirts; Sports bra; Sweatshirts; Tank tops.</p>