

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM767994

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Lob-ster, Inc.		05/05/2022	Corporation: NEW JERSEY
RECEIVING PARTY DATA			
Name:	TH Lobster Tennis, LLC		
Street Address:	7340 Fulton Avenue		
City:	Los Angeles (North Hollywood)		
State/Country:	CALIFORNIA		
Postal Code:	91605		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 8			
Property Type	Number	Word Mark	
Registration Number:	5367498		
Registration Number:	3103320	BUILT FOR LIFE	
Serial Number:	97063209	LOBDOG	
Registration Number:	2853866	LOBSTER	
Registration Number:	2886491		
Registration Number:	4158757	THE PHENOM	
Registration Number:	3485813	PLAY MORE. WIN MORE.	
Registration Number:	5632736	THE PICKLE	
CORRESPONDENCE DATA			
Fax Number:	4048853900		
<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:	4048852733		
Email:	courtney.thornton@troutman.com		
Correspondent Name:	Courtney Adams Thornton		
Address Line 1:	600 Peachtree St. NE, Suite 3000		
Address Line 4:	Atlanta, GEORGIA 30308		
ATTORNEY DOCKET NUMBER:	250265.01		
NAME OF SUBMITTER:	Courtney Adams Thornton		

CH \$215.00 5367498

SIGNATURE:	/Courtney Thornton/
DATE SIGNED:	11/15/2022
Total Attachments: 10 source=EXECUTED_ Intellectual Property Assignment Agreement (Lob-ster Inc.)14882647_1_#page1.tif source=EXECUTED_ Intellectual Property Assignment Agreement (Lob-ster Inc.)14882647_1_#page2.tif source=EXECUTED_ Intellectual Property Assignment Agreement (Lob-ster Inc.)14882647_1_#page3.tif source=EXECUTED_ Intellectual Property Assignment Agreement (Lob-ster Inc.)14882647_1_#page4.tif source=EXECUTED_ Intellectual Property Assignment Agreement (Lob-ster Inc.)14882647_1_#page5.tif source=EXECUTED_ Intellectual Property Assignment Agreement (Lob-ster Inc.)14882647_1_#page6.tif source=EXECUTED_ Intellectual Property Assignment Agreement (Lob-ster Inc.)14882647_1_#page7.tif source=EXECUTED_ Intellectual Property Assignment Agreement (Lob-ster Inc.)14882647_1_#page8.tif source=EXECUTED_ Intellectual Property Assignment Agreement (Lob-ster Inc.)14882647_1_#page9.tif source=EXECUTED_ Intellectual Property Assignment Agreement (Lob-ster Inc.)14882647_1_#page10.tif	

INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This Intellectual Property Assignment Agreement (this "Assignment"), dated as of May 5, 2022, is made by and between Lob-ster, Inc., a New Jersey corporation having a principal place of business at 7340 Fulton Avenue, North Hollywood, CA 91605 ("Assignor"), and TH Lobster Tennis, LLC, a Delaware limited liability company having a principal place of business at 7340 Fulton Avenue, Los Angeles (North Hollywood), California 91605 ("Assignee") (each a "Party," and collectively, the "Parties").

WHEREAS, pursuant to the Asset Purchase Agreement by and among Assignor, Assignee and other parties, dated as of the date hereof (the "Purchase Agreement"), Assignor desires to convey, transfer, and assign to Assignee, and Assignee desires to accept from Assignor and memorialize its interest in the Seller IP and As-Is Assets IP (as defined below), and

WHEREAS, capitalized terms not otherwise defined herein shall have the meanings ascribed to them in the Purchase Agreement.

NOW THEREFORE, the Parties hereto agree as follows:

1. Assignment. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby irrevocably sells, assigns, transfers, delivers and conveys to Assignee, its successors and assigns, and Assignee hereby accepts, all of Assignor's right, title, and interest in and to the Seller IP and all Intellectual Property owned by the Assignor embodied in or related to the As-Is Assets (the "As-Is Assets IP"), including, without limitation:

(a) all trademarks, service marks, trade names, service names, brand names, trade dress rights, logos, corporate names, social media accounts, and general intangibles of a like nature set forth on Exhibit A hereto, together with all applications, registrations, and renewals thereof, the business associated with and represented by such marks, together with in each case all goodwill associated with the business appurtenant thereto;

(b) copyrights, works of authorship, literary works, pictorial and graphic works, including all data collections, mask work rights, copyrights in Software, and website content and social media pages, in each case whether or not registered or published, set forth on Exhibit A hereto, together with all applications, registrations, reversions, extensions and renewals of any of the foregoing, and all moral rights, however denominated;

(c) Internet domain names set forth on Exhibit A hereto, and applications and registrations pertaining thereto, including login and passwords for each account/domain with hosting information;

(d) all patents and industrial designs set forth on Exhibit A hereto ("Patents"), including, in all instances, the inventions disclosed therein, and any counterparts of any of the foregoing in any jurisdiction throughout the world, and any and all divisions, continuations, reissues or reexaminations of any of the foregoing, and, further, all

applications for industrial property protection, including without limitation, all applications for the Patents, utility models, and designs which may hereafter be filed for any inventions described in said Patent in any country or countries, together with the right to file such applications and the right to claim for the same the priority rights derived from the inventions and the Patents under the laws of the United States, the International Convention for the Protection of Industrial Property, or any other international agreement or the domestic laws of the country in which any such application is filed, as may be applicable;

(e) all rights of any kind whatsoever of Assignor accruing under any and all of the foregoing pursuant to the Laws of any jurisdiction throughout the world, whether registered or unregistered; and

(f) all other intellectual property and related proprietary rights, royalties, fees, income payments, proceeds, agreements, interests and protections, and claims or causes of action arising out of or related to any and all of the foregoing (including all rights (but no obligation) to sue and recover and retain damages, costs and attorneys' fees for past, present and future infringement, misappropriation or other violation and any other rights relating to any and all of the foregoing).

2. Domain Name Transfer. In connection with transfer of any Internet domain names set forth on Exhibit A (the "Domain Names"), Assignor shall, within two (2) business days following the date hereof, execute all documents, papers, forms, and authorizations, and take such other actions as are necessary to effectuate the transfer of ownership and control of the Domain Names to Assignee, and to register the Domain Names in the name of Assignee with the domain name registry designated in writing by Assignee ("Company's Registrar").

(a) The Domain Names will be deemed transferred when:

(i) Company's Registrar has confirmed the transfer in accordance with its procedures therefor;

(ii) the applicable WHOIS database identifies Assignee as the registrant of the Domain Names; and

(iii) Assignee has administrative and technical access to the Domain Names, and sole control over where the Domain Names point.

3. Recordation and Further Actions. Assignor hereby authorizes the Commissioner for Patents and the Commissioner for Trademarks in the United States Patent and Trademark Office, Register of Copyrights and Director of the U.S. Copyright Office, and applicable domain name registrars 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, Assignor, at Assignee's sole cost and expense, shall take such reasonable steps and actions, and provide such reasonable cooperation and assistance to Assignee and its successors, assigns, and legal representatives, including the execution and delivery of any affidavits, recordals, declarations, oaths, exhibits, assignments, powers of attorney, or other documents, as

may be necessary to effect, evidence, or perfect the assignment of the Seller IP and As-Is Assets IP to Assignee, or any assignee or successor thereto.

4. Terms of the Purchase Agreement. The Parties hereto acknowledge and agree that this Assignment is entered into pursuant to the Purchase Agreement, to which reference is made for a further statement of the rights and obligations of Assignor and Assignee with respect to the Seller IP and As-Is Assets IP. The representations, warranties, covenants, agreements, and indemnities contained in the Purchase Agreement shall not be superseded 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 Purchase Agreement and the terms hereof, the terms of the Purchase Agreement shall govern.

5. 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.

6. 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.

7. Governing Law and Jurisdiction. This Assignment and any claim, controversy, dispute, or cause of action (whether in contract, tort, or otherwise) based upon, arising out of, or relating to this Assignment and the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws of the United States and 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, the Parties have duly executed and delivered this Assignment as of the date first above written.

ASSIGNOR:

LOB-STER, INC.

DocuSigned by:
By: Anthony Miles Makuakane Potter
Name: Anthony Miles Makuakane Potter
Title: President

ASSIGNEE:

TH LOBSTER TENNIS, LLC

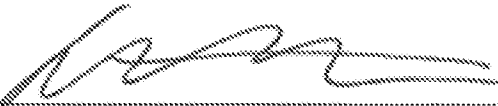
By: _____
Name: Peter Farrell
Title: Secretary

[Signature page to Intellectual Property Assignment Agreement]

IN WITNESS WHEREOF, the Parties have duly executed and delivered this Assignment as of the date first above written.


ASSIGNOR:

LOB-STER, INC.

By: 
Name: _____
Title: _____

ASSIGNEE:

TH LOBSTER TENNIS, LLC

By: 
Name: Peter Farrell
Title: Secretary

[Signature page to Intellectual Property Assignment Agreement]

EXHIBIT A

Seller IP and As-Is Assets IP

Seller IP

1. **Trademarks:**

(a) Registered Trademarks

Country	Trademark	Application No.	Application Date	Registration No.	Registration Date
United States	Ball Throwing Machine Design	87/168,300	Sep-12-2016	5,367,498	Jan-02-2018
United States	BUILT FOR LIFE	78/529,159	Dec-12-2004	3,103,320	Jun-13-2006
United States	LOBDOG	97/063,209	Oct-7-2021	N/A	N/A
United States	LOBSTER (LOB-STER)	78/268,660	Jun-30-2003	2,853,866	Jun-15-2004
United States	LOBSTER (logo)	78/268,665	Jun-30-2003	2,886,491	Sep-21-2004
United States	PHENOM	85/264,857	Mar-11-2011	4,158,757	Jun-12-2012
United States	PLAY MORE, WIN MORE	77/157,304	Apr-16-2007	3,485,813	Aug-12-2008
United States	THE PICKLE	87/909,983	May-07-2018	5,632,736	Dec-18-2018

Country	Trademark	Application No.	Application Date	Registration No.	Registration Date
Australia	LOBSTER	1239899	May-09-2008	1239899	Dec-19-2008
Australia	LOBSTER (Logo)	1239898	May-09-2008	1239898	Dec-19-2008
Australia	THE PHENOM	1414924	Mar-16-2011	1414924	Oct-24-2011
Canada	LOB-STER	432591	Nov-16-1978	TMA240458	Mar-07-1980
Canada	LOBSTER (Logo)	1470087	Feb-18-2010	TMA788109	Jan-20-2011
China	LOBDOG	15431288	Sep-28-2014	15431288	Nov-14-2015
China	LOBSTER	8724278	Oct-09-2010	8724278	Jun-14-2013
China	LOBSTER (Logo)	5883052	Feb-01-2007	5883052	Jan-21-2010
E.U.	LOBDOG	013303318	Sep-26-2014	013303318	Feb-10-2015
E.U.	LOBSTER	06902258	May-09-2008	06902258	Apr-20-2009
E.U.	LOBSTER (Logo)	006902597	May-09-2008	006902597	Jan-29-2009
E.U.	THE PHENOM	009816174	Mar-16-2011	009816174	Jul-27-2011

Country	Trademark	Application No.	Application Date	Registration No.	Registration Date
South Korea	LOBSTER	40-2010-30902	Jun-11-2010	40-881597	Sep-21-2011
South Korea	LOBSTER (Logo)	40-2007-20008	Apr-13-2007	40-739903	Mar-10-2008
United Kingdom	LOBDOG	UK009013303318	Sep-26-2014	UK009013303318	Feb-10-2015
United Kingdom	LOBSTER	UK00906902258	May-09-2008	UK00906902258	Apr-20-2009
United Kingdom	LOBSTER (Logo)	UK00906902597	May-09-2008	UK00906902597	Jun-29-2009
United Kingdom	THE PHENOM	UK00909816174	Mar-16-2011	UK00909816174	Jul-27-2011

(b) Unregistered Trademarks

- LOB-STER, INC.
- All trade dress related to Assignor's products
- The following social media account names:
 - <https://www.facebook.com/lobstersports/>
 - <https://www.instagram.com/lobstersports/?hl=en>
 - <https://www.linkedin.com/company/lobster-sports-inc.>
 - <https://www.youtube.com/channel/UCwjj-RtYwLg7V2hhQb8Mhvw>

2. Domain Names:

- Ballmachine.com
- Dogball.info
- Dogball.net
- Lob-ster.com
- Lobdog.com
- Lobsterballmachines.com

- Lobsterballmachines.info
- Lobsterinc.com
- Lobstersports.biz
- Tennisballmachines.biz
- Tennisballmachines.com

3. Copyrights:

(a) *Unregistered Copyrights*

- Software. All right title and interest in and to any iOS-based mobile software applications for remote control of ball machines, including without limitation the mobile apps titled “Lobster elite remote control” and “Lobster grand remote control.”
- Web Sites. The web site located at *lobstersports.com* and all photographs, images and other content (excluding third-party content which the Company has permission or license to use from the content owner) published thereon.
- Social Media. Content posted to social media accounts located at:
 - <https://www.facebook.com/lobstersports/>
 - <https://www.instagram.com/lobstersports/?hl=en>
 - <https://www.linkedin.com/company/lobster-sports-inc.>
 - <https://www.youtube.com/channel/UCwjj-RtYwLg7V2hhQb8Mhvw>
- Marketing Materials. All other marketing, promotional and training materials used in connection with the Assignor’s business and products, including without limitation hard copy materials, audio-visual or video materials, or other materials posted online or on any social media.

4. Patents:

(a) Issued Patents and Pending Patent Applications

Country	Application No.	Patent No.	Filing Date	Grant Date
United States	11/284,661	7,445,003	11/22/2005	11/4/2008
United States	29/368,439	D641,437	8/24/2010	7/12/2011
United States	29/490,256	D748,349	5/8/2014	1/26/2016
United States	29/549,269	D794,878	12/21/2015	8/15/2017

Country	Application No.	Patent No.	Filing Date	Grant Date
China	201430435209.1	ZL1430435209.1	11/7/2014	6/10/2015
China	201510228036.X	ZL201510228036.X	5/6/2015	6/12/2018

(b) Industrial Designs

Country	Application No.	Design No.	Filing Date	Registration Date
E.U. RCD	001262075-0001	001262075-0001	2/24/2011	2/24/2011
E.U. RCD	002573949-0001	002573949-0001	11/7/2014	11/7/2014
E.U. RCD	002573949-0002	002573949-0002	11/7/2014	11/7/2014
United Kingdom	90012620750001	90012620750001	2/24/2011	2/24/2011
United Kingdom	90025739490001	90025739490001	11/7/2014	11/7/2014
United Kingdom	90025739490002	90025739490002	11/7/2014	11/7/2014