

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM776558

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
STREET LEAGUE SKATEBOARDING LLC		12/20/2022	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	THRILL ONE IP HOLDINGS LLC		
Street Address:	946 West 17th Street		
City:	Costa Mesa		
State/Country:	CALIFORNIA		
Postal Code:	92627		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 12			
Property Type	Number	Word Mark	
Registration Number:	5590976	ETN	
Registration Number:	5566542		
Registration Number:	4289310	SLS	
Registration Number:	4168183	STREET LEAGUE	
Registration Number:	4183536	STREET LEAGUE	
Registration Number:	4286376	STREET LEAGUE	
Registration Number:	4295872	STREET LEAGUE	
Registration Number:	4705652	STREET LEAGUE SKATEBOARDING	
Registration Number:	4863629	SUPER CROWN	
Serial Number:	97070396	SLS	
Serial Number:	97120929	SUPER CROWN WORLD CHAMPIONSHIP	
Serial Number:	97120932	SLS WORLD CHAMPIONSHIP	
CORRESPONDENCE DATA			
Fax Number:	2128225096		
<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:	nbrowand@milbank.com		
Correspondent Name:	Milbank LLP		
Address Line 1:	55 Hudson Yards		

CH \$315.00 5590976

Address Line 2: Attn: Nathaniel Browand
Address Line 4: New York, NEW YORK 10001

ATTORNEY DOCKET NUMBER: 46398.00003

NAME OF SUBMITTER: Nathaniel Browand

SIGNATURE: /Nathaniel Browand/

DATE SIGNED: 12/27/2022

Total Attachments: 5

source=5(1)(A)(ii) - Thrill One - Intellectual Property Assignment Agreement - SIGNED#page1.tif
source=5(1)(A)(ii) - Thrill One - Intellectual Property Assignment Agreement - SIGNED#page2.tif
source=5(1)(A)(ii) - Thrill One - Intellectual Property Assignment Agreement - SIGNED#page3.tif
source=5(1)(A)(ii) - Thrill One - Intellectual Property Assignment Agreement - SIGNED#page4.tif
source=5(1)(A)(ii) - Thrill One - Intellectual Property Assignment Agreement - SIGNED#page5.tif

INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This Intellectual Property Assignment Agreement (this “Agreement”) is entered into as of December 20, 2022, by and between Street League Skateboarding LLC, a Delaware limited liability company (“Assignor”), and Thrill One IP Holdings LLC, a Delaware limited liability company (“Assignee”). Assignor and Assignee are sometimes referred to herein individually as a “Party” and together as the “Parties”.

WHEREAS, Assignor desires to sell, assign, transfer, convey and deliver to Assignee, and Assignee desires to acquire from Assignor, the Property (as defined below), in accordance with the terms and subject to the conditions of this Agreement; and

WHEREAS, concurrently with the execution of this Agreement, Assignee and Assignor are entering into a license agreement to enable Assignor to use the Property (as defined below) in accordance with the terms and provisions thereof.

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

1. Assignor hereby irrevocably sells, assigns, transfers, conveys and delivers to Assignee, and Assignee hereby acquires from Assignor, all of Assignor’s right, title and interest in and to all of its intellectual property rights, whether presently existing or arising in the future, including copyrights, trademarks, trademark applications, trade dress, trade secrets, know-how, designs, software, patents and patent applications, including those identified on Exhibit A, all statutory and common law rights attaching to any of the foregoing, all rights to claim priority therefrom, all rights to any extensions, renewals or amendments to any of the foregoing, the goodwill associated with any of the foregoing, all rights to collect royalties and proceeds in connection with any of the foregoing, all rights to sue and bring, make, oppose, defend and appeal proceedings, actions and other claims for, and obtain relief and recover damages in connection with, past, present and future infringement, misappropriation or other cause of action or violation thereof, and all other claims relating to any of the foregoing, and all associated rights in, to or under any of the foregoing in any jurisdiction throughout the world (collectively, the “Property”).

2. Upon each request by Assignee, without additional consideration, Assignor agrees to promptly execute documents, testify and take other acts as Assignee may deem necessary or desirable to procure, maintain, perfect and enforce the full benefits, enjoyment, rights, title and interest, on a worldwide basis of the Property, and render all necessary assistance in making application for and obtaining original, divisional, renewal or reissued utility and design patents, copyrights, trademarks, trade secrets and all other technology and intellectual property rights throughout the world related to any of the Property, in Assignee’s name and for Assignee’s benefit. In the event Assignee is unable for any reason, after reasonable effort, to secure Assignor’s signature on any document needed in connection with the actions specified herein, Assignor hereby irrevocably designates and appoints Assignee and its duly authorized officers and agents as its agent and attorney in fact, which appointment is coupled with an interest, to act for and on Assignor’s behalf to execute, verify and file any such documents and to do all other lawfully

permitted acts to further the purposes of this paragraph with the same legal force and effect as if executed by Assignor.

3. Assignor further agrees to deliver to Assignee upon execution of this Agreement any and all tangible manifestations of the Property, including all notes, records, files and tangible items of any sort in its possession or under its control relating to the Property. Such delivery shall include all present and predecessor versions. In addition, Assignor agrees to provide to Assignee from and after the execution of this Agreement competent and knowledgeable assistance to facilitate the transfer of all information, know-how, techniques, processes and the like related to such tangible manifestations and otherwise comprising the intangible aspects of the Property.

4. Assignor represents and warrants to Assignee that: (a) Assignor is the sole owner of the Property and has full and exclusive right to assign the rights assigned herein; (b) Assignor has full right and power to enter into and perform this Agreement; (c) to Assignor's knowledge, none of the Property infringes, conflicts with or violates any patent or other intellectual property right of any kind (including any trade secret) or similar rights of any third party; and (d) the execution, delivery and performance of this Agreement does not conflict with, constitute a breach of or in any way violate any arrangement, understanding or agreement to which either Party is bound.

5. For the purposes of this Agreement: (a) all nouns, pronouns and verbs used in this Agreement shall be construed as masculine, feminine, neuter, singular or plural, whichever shall be applicable; (b) "or" is not exclusive; (c) provisions apply to successive events and transactions; (d) all references in this Agreement to "include", "including" or similar expressions shall be deemed to mean "including, without limitation"; (e) all references designated "Section", "paragraph", "clauses" and other subdivision are to the designated Section, paragraph, clause and other subdivisions of this Agreement, and the words "herein", "hereof", "hereunder" and other words of similar import refer to this Agreement as a whole and not to any particular Section, paragraph, clause or other subdivision; and (f) any definition of or reference to any agreement, instrument, document, statute or regulation herein shall be construed as referring to such agreement, instrument, document, statute or regulation as from time to time amended, supplemented or otherwise modified (subject to any restrictions on such amendments, supplements or modifications set forth herein).

6. This Agreement and the Exhibit attached hereto constitutes the entire, complete, final and exclusive understanding and agreement of the parties hereto with respect to the subject matter hereof and supersedes any other prior or contemporaneous oral understanding or agreement or any other prior written agreement with respect to such subject matter. The rights and remedies of each of Assignor and Assignee are cumulative and not alternative. No failure or delay on the part of either Assignor or Assignee in its exercise of any right or remedy hereunder shall impair such right or remedy or be construed as a waiver of, or acquiescence in, any breach hereof, nor shall any single or partial exercise of any right or remedy preclude any other or further exercise thereof or any other right. Any agreement on the part of either Assignor or Assignee to an extension or waiver of the terms of, or any obligation under, this Agreement shall be valid only if set forth in a written instrument signed by the Party so waiving. No modification of or amendment to this Agreement will be effective unless in writing and signed by Assignor and Assignee.

7. This Agreement will be governed and construed in accordance with the laws of the State of Delaware without giving effect to any conflicts of laws principles that require the application of the law of a different state. Assignor hereby expressly consents to the personal jurisdiction of the state and federal courts located in the county in which Assignee has its principal offices for any lawsuit filed there against Assignor by Assignee arising from or related to this Agreement.

8. If any provision of this Agreement is found invalid or unenforceable, in whole or in part, the remaining provisions and partially enforceable provisions will, nevertheless, be binding and enforceable.

9. This Agreement may be executed and delivered in any number of counterparts (including by electronic means such as facsimile, email or .pdf), each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute one and the same instrument.

[Signature Page Follows]

IN WITNESS WHEREOF, this Agreement has been duly executed by the undersigned as of the date first above written.

ASSIGNOR:

STREET LEAGUE SKATEBOARDING LLC

By: Thrill One Events LLC
Its: Sole Member

By: 
Name: Joseph Thomas Carr, Jr.
Title: Chief Executive Officer

ASSIGNEE:

THRILL ONE IP HOLDINGS LLC


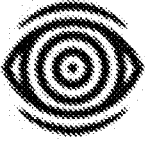


By: Thrill Holdings LLC
Its: Sole Member

By: 
Name: Joseph Thomas Carr, Jr.
Title: Chief Executive Officer

[Signature Page – Intellectual Property Assignment Agreement-5(1)(A)(ii)]

EXHIBIT A

Trademarks

Mark	Application Number	Filing Date	Registration Number	Reg. Date	Status	Class
	87/321,329	2/1/2017	5590976	10/23/2018	Registered	9, 38, 41
	87/321,263	2/1/2017	5566542	9/18/2018	Registered	9, 38, 41
SLS	77/834,597	9/24/2009	4289310	2/12/2013	Registered	35, 38, 41
STREET LEAGUE	77/435,850	3/31/2008	4168183	7/3/2012	Registered	41
STREET LEAGUE	77/489,366	6/3/2008	4183536	7/31/2012	Registered	25
STREET LEAGUE	77/489,375	6/3/2008	4286376	2/5/2013	Registered	16
STREET LEAGUE	77/489,383	6/3/2008	4295872	2/26/2013	Registered	9
	77/948,836	3/2/2010	4705652	3/24/2015	Registered	38
SUPER CROWN	86/040,483	8/16/2013	4863629	12/1/2015	Registered	41
	97/070,396	10/12/2021	N/A	N/A	Pending	35, 38, 41, 45
SUPER CROWN WORLD CHAMPIONSHIP	97/120,929	11/11/2021	N/A	N/A	Pending	41
SLS WORLD CHAMPIONSHIP	97/120,932	11/11/2021	N/A	N/A	Pending	41

[Exhibit A – Intellectual Property Assignment Agreement]