

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM779335

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
North Bay Basketball Academy, LLC		11/10/2022	Limited Liability Company: CALIFORNIA
RECEIVING PARTY DATA			
Name:	3 Step Sports LLC		
Street Address:	300 Brickstone Sq.		
City:	Andover		
State/Country:	MASSACHUSETTS		
Postal Code:	01810		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Serial Number:	97252211	NORTH BAY BASKETBALL ACADEMY	
Serial Number:	97252182	NORTH BAY BASKETBALL ACADEMY	
CORRESPONDENCE DATA			
Fax Number:	5089836399		
<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:	508-929-1603		
Email:	trademarks@mirickoconnell.com		
Correspondent Name:	Cynthia M. John, Paralegal		
Address Line 1:	100 Front Street		
Address Line 2:	Mirick O'Connell		
Address Line 4:	Worcester, MASSACHUSETTS 01608		
NAME OF SUBMITTER:	Cynthia M. John, Paralegal		
SIGNATURE:	/Cynthia M. John, Paralegal/		
DATE SIGNED:	01/09/2023		
Total Attachments: 4			
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TRADEMARK ASSIGNMENT AGREEMENT

This TRADEMARK ASSIGNMENT AGREEMENT (“**Trademark Assignment**”), dated as of November 10, 2022, is made by North Bay Basketball Academy, LLC, a California limited liability company, (“**Assignor**”), in favor of 3 Step Sports LLC, a Delaware limited liability company (“**Assignee**”), the purchaser of certain assets of Assignor pursuant to the Asset Purchase Agreement among Assignee, Assignor, Richard Winter, Brock Winter, Kyle Winter, and Michael Turner dated as of the date hereof (the “**Asset Purchase Agreement**”).

WHEREAS, under the terms of the Asset Purchase Agreement, Assignor has conveyed, transferred, and assigned to Assignee, among other assets, certain intellectual property of Assignor, and has agreed to execute and deliver this Trademark Assignment, for recording with the United States Patent and Trademark Office;

NOW THEREFORE, Assignor agrees as follows:

1. Assignment. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby irrevocably conveys, transfers, and assigns to Assignee all of Assignor’s right, title, and interest in and to the following:
 - (a) the trademark registration applications set forth on Schedule I hereto and all issuances, extensions, and renewals thereof (the “**Assigned Trademark Applications**”), together with the goodwill of the business connected with the use of, and symbolized by, the Assigned Trademark Applications;
 - (b) all rights of any kind whatsoever of Assignor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions, and otherwise throughout the world;
 - (c) 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; and
 - (d) any and all claims and causes of action 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. Recordation and Further Actions. Assignor hereby authorizes the Commissioner for Trademarks in the United States Patent and Trademark Office to record and register this Trademark Assignment upon request by Assignee. Following the date hereof, upon Assignee’s reasonable request, and at Assignee’s sole cost and expense, Assignor shall take such steps and actions, and provide such cooperation and assistance to Assignee and its successors, assigns, and legal representatives, including the execution and delivery of any affidavits, declarations, oaths, exhibits, assignments, powers of attorney, or other documents, as may be reasonably necessary to effect, evidence, or perfect the assignment of the Assigned Trademark Applications to Assignee, or any assignee or successor thereto.

3. Terms of the Asset Purchase Agreement. The parties hereto acknowledge and agree that this Trademark Assignment is entered into pursuant to the Asset Purchase Agreement, to which reference is made for a further statement of the rights and obligations of Assignor and Assignee with respect to the Assigned Trademark Applications. The representations, warranties, covenants, agreements, and indemnities contained in the Asset 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 Asset Purchase Agreement and the terms hereof, the terms of the Asset Purchase Agreement shall govern.

4. Counterparts. This Trademark 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 Trademark 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 Trademark Assignment.

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

6. Governing Law. This Trademark 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 Trademark 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, Assignor has duly executed and delivered this Trademark Assignment as of the date first written above.

North Bay Basketball Academy, LLC

By  _____

Name: Richard Winter

Title: President

Address for Notices: 50 Lisbon St., Unit D/E,
San Rafael, CA 94901

SCHEDULE 1

ASSIGNED TRADEMARK APPLICATIONS

Trademark Registration Applications

Mark	Jurisdiction	Application Number	Application Date
North Bay Basketball Academy	US	97252211	02/03/2022
North Bay Basketball Academy	US	97252182	02/03/2022