

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM804407

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
In-Game Technologies, Inc.		09/21/2022	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	SportsEngine, Inc.		
Street Address:	807 Broadway Street NE Suite 300		
City:	Minneapolis		
State/Country:	MINNESOTA		
Postal Code:	55413		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	5189900	RAPID REPLAY	
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>			
Phone:	818-777-1636		
Email:	Chris.Perkins@nbcuni.com		
Correspondent Name:	Timothy D. Hance		
Address Line 1:	100 Universal City Plaza		
Address Line 2:	Building 1280; 6th Floor		
Address Line 4:	Universal City, CALIFORNIA 91608		
NAME OF SUBMITTER:	Timothy D. Hance		
SIGNATURE:	/Timothy D Hance/		
DATE SIGNED:	04/19/2023		
Total Attachments: 5			
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TRADEMARK AND DOMAIN NAME ASSIGNMENT AGREEMENT

THIS TRADEMARK AND DOMAIN NAME ASSIGNMENT AGREEMENT (“Assignment”), effective as of September 21, 2022 (“Effective Date”), is between SportsEngine, Inc. (“Assignee”) and In-Game Technologies, Inc. (“Assignor”).

WHEREAS, Assignor and Assignee are party to that certain Asset Purchase Agreement, dated as of September 21, 2022 (as amended, restated, or otherwise modified, the “Transfer Agreement”);

WHEREAS, pursuant to the Transfer Agreement, Assignor agreed to sell, convey, transfer, assign, and deliver to Assignee, and Assignee agreed to accept, all of Assignor’s right, title, and interest in, to, and under certain unregistered trademarks and those trademarks registered with the USPTO by Assignor, attached as **Exhibit A**, and certain domain names registered by Assignor, attached as **Exhibit B**, (collectively, “Assigned IP”); and

WHEREAS, in connection with the transactions contemplated by the Transfer Agreement, Assignee desires to acquire the Assigned IP, and Assignor desires to assign the Assigned IP to Assignee.

NOW, THEREFORE, for good and valuable consideration, the sufficiency and receipt of which are hereby acknowledged, and intending to be legally bound hereby, each party hereby agrees as follows:

1. Assignor hereby unconditionally and irrevocably sells, conveys, transfers, assigns, and delivers to Assignee all its right, title, and interest in, to, and under the Assigned IP, together with all intellectual property, trademarks, domain names, and goodwill associated therewith, including (a) all rights of any kind whatsoever of Assignor accruing under the Assigned IP provided by the applicable law of any jurisdiction, by international treaties and conventions, and otherwise throughout the world, (b) all income, royalties, damages, payments, and other proceeds now or hereafter due or payable with respect thereto, (c) any and all claims and causes of action, whether accruing before, on, and/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, with respect to any of the foregoing.
2. This Assignment is binding upon, and inures to the benefit of, the parties hereto and their respective legal representatives, successors, and assigns.
3. Assignor hereby authorizes and requests the U.S. Commissioner of Patents and Trademarks and/or the applicable foreign authorities to record the assignments evidenced by this Assignment. Assignor shall take such steps and actions following the date hereof, including the execution of any documents, files, registrations, or other similar items, to

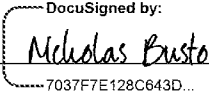
ensure that the Assigned IP is properly assigned to Assignee, or any assignee or successor thereto.

4. Upon reasonable request by Assignee, Assignor shall promptly execute additional documents and take other actions as may be necessary or desirable to record or memorialize the assignments of the Assigned IP set forth herein, and to vest in Assignee such right, title, and interest in, to, and under the Assigned IP as sold, conveyed, transferred, assigned, and delivered to Assignee hereunder.
5. Nothing contained in this Assignment supersedes, alters, or modifies any of the obligations, agreements, covenants, or warranties of Assignor or Assignee under the Transfer Agreement, which is hereby incorporated by reference. In the event of any conflict between the terms of this Assignment and the Transfer Agreement, the terms of the Transfer Agreement shall control.
6. This Assignment shall be governed by and construed in accordance with the law of the Commonwealth of Pennsylvania (and United States law, to the extent applicable), without regard to the conflicts of law rules of each state.
7. No waiver, modification, or change of any of the provisions of this Assignment shall be valid unless in writing and signed by the party against whom such claimed waiver, modification, or change is sought to be enforced.
8. This Assignment may be executed in any number of counterparts each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

IN WITNESS WHEREOF, this Assignment has been executed as of the date first above written.

In-Game Technologies, Inc.

SportsEngine, Inc.

By:  _____
DocuSigned by:
7037F7E128C643D...

By: _____

Name: Nicholas Busto

Name: _____

Title: President and CEO

Title: _____

IN WITNESS WHEREOF, this Assignment has been executed as of the date first above written.

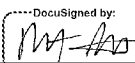
In-Game Technologies, Inc.

SportsEngine, Inc.

By: _____

Name: _____


Title: _____

By:  _____

Name: Robert Eatroff

Title: Executive Vice President - Global
Corporate Development and Strategy

Exhibit A

Mark Name	Country	Registration Number	Registration Date
RAPID REPLAY	U.S.	5,189,900	April 25, 2017
STREAM	U.S.	N/A (common law)	N/A
	U.S.	N/A (common law)	N/A