

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM818582

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:	Rivs Rising, LLC		
Street Address:	33 Bradford Street,		
City:	Concord		
State/Country:	MASSACHUSETTS		
Postal Code:	01742		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	4871935	NEW YORK RIVETERS	
Registration Number:	5655816	RIVETERS	
Registration Number:	5674938	RIVETERS	
Registration Number:	5679575	RIVETERS	
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:	3124564206		
Email:	rsiddiqui@sidley.com		
Correspondent Name:	Raza Siddiqui		
Address Line 1:	One South Dearborn		
Address Line 2:	Sidley Austin LLP		
Address Line 4:	Chicago, ILLINOIS 60603		
ATTORNEY DOCKET NUMBER:	102013-10020		
NAME OF SUBMITTER:	Raza Siddiqui		
SIGNATURE:	/razasiddiqui/		
DATE SIGNED:	06/20/2023		
Total Attachments: 5			

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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 Rivs Rising, 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:

Rivs Rising, LLC

By:

John Boynton, Manager

DocuSigned by:
John Boynton
81816E27667C45A...

ASSIGNOR:

NWHL, LLC

By:

Andy Scurto, President

Final Form

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

ASSIGNEE:

Rivs Rising, LLC

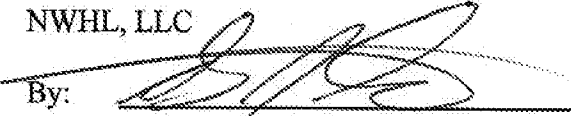
By:

John Boynton, Manager

ASSIGNOR:

NWHL, LLC



By:



Andy Scurto, President

Exhibit A

Trademarks

Trademark	Goods and/or Services
<p><i>Registration Number: 4871935</i></p> <p>NEW YORK RIVETERS</p>	<p>Entertainment in the nature of hockey games.</p>
<p><i>Registration Number: 5655816</i></p> <p>RIVETERS</p>	<p>Hats; Hoodies; Jerseys; Leggings; One-piece garments for children; Shirts; Sports bra; Sweatshirts; Tank tops.</p>
<p><i>Registration Number: 5674938</i></p> 	<p>Entertainment in the nature of hockey games.</p>
<p><i>Registration Number: 5679575</i></p> 	<p>Hats; Hoodies; Jerseys; Leggings; One-piece garments for children; Shirts; Sports bra; Sweatshirts; Tank tops.</p>