

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM824098

SUBMISSION TYPE:		NEW ASSIGNMENT	
NATURE OF CONVEYANCE:		ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL	
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
ACT GLOBAL HOLDINGS, LLC		10/31/2022	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	ACT GLOBAL USA INC.		
Street Address:	4201 West Parmer Lane, Suite B 175		
City:	Austin		
State/Country:	TEXAS		
Postal Code:	78727		
Entity Type:	Corporation: TEXAS		
PROPERTY NUMBERS Total: 27			
Property Type	Number	Word Mark	
Registration Number:	5198659	ACT GLOBAL	
Registration Number:	5294182	CLEAR CHOICE	
Registration Number:	5165837	LITEEARTH	
Registration Number:	3923972	ACCREDITATION SERIES	
Registration Number:	3775726	BALANCE	
Registration Number:	3926113	BALANCE SERIES	
Registration Number:	3842241	GROUND GEAR	
Registration Number:	3764634	HARMONY FIBER	
Registration Number:	3775725	INFINITY	
Registration Number:	3931535	INFINITY SERIES	
Registration Number:	3775727	INTENSITY	
Registration Number:	3772733	SPEED	
Registration Number:	3926116	SPEED SERIES	
Registration Number:	3669674	TURFSCAPE	
Registration Number:	3960018	THE GREEN ALTERNATIVE	
Registration Number:	3755762	UBU	
Registration Number:	3755764	U UBU	
Registration Number:	3931543	TI	
Registration Number:	5165835	ACTGLOBAL	

OP \$690.00 5198659

Property Type	Number	Word Mark
Registration Number:	6608213	ACCREDITATION
Registration Number:	6607360	BRINGING SCIENCE TO THE SURFACE
Registration Number:	4379827	LITEEARTH
Registration Number:	3772732	MOTION
Registration Number:	5165843	XTREMETURF
Registration Number:	5165841	XTREMELAWN
Registration Number:	5165839	XTREMEGRASS
Registration Number:	5165842	XTREMETURF

CORRESPONDENCE DATA

Fax Number: 8669133501

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.

Phone: 8669133499

Email: cliff@freship.com

Correspondent Name: Clifford D. Hyra

Address Line 1: 11710 Plaza America Drive Suite 2000

Address Line 4: Reston, VIRGINIA 20190

NAME OF SUBMITTER: Micah Gunn

SIGNATURE: /Micah Gunn/

DATE SIGNED: 07/13/2023

Total Attachments: 9

source=20230419 - Act Global - Amendment to TM Assignment 2023#page1.tif

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**FIRST AMENDMENT TO
TRADEMARK ASSIGNMENT**

THIS FIRST AMENDMENT TO TRADEMARK ASSIGNMENT (this “*Amendment*”) is entered into as of March 24, 2023, to be effective as of October 31, 2022 (the “*Effective Date*”), and amends that certain Trademark Assignment dated as of the Effective Date (the “*Assignment*”), by and among ACT GLOBAL HOLDINGS, LLC, a Delaware limited liability company; ACT GLOBAL SPORTS B.V., a company organized under the laws of the Netherlands; and ACT GLOBAL LIMITED, a company organized under the laws of Hong Kong (each individually an “*Assignor*” and, collectively, the “*Assignors*”); and ACT GLOBAL USA INC., a Texas corporation (the “*Assignee*”). Capitalized terms used but not otherwise defined herein have the meanings ascribed to such terms in the Assignment.

WHEREAS, pursuant to the Assignment, the Assignors assigned to the Assignee all of the Assignors’ right, title and interest in, to and under the Assigned Trademarks, including, without limitation, those Assigned Trademarks listed in Schedule A attached to the Assignment, including any goodwill associated therewith, all applications and registrations therefor, all common law rights therein, and any and all rights related to any of the foregoing;

WHEREAS, the Assignors and the Assignee have identified additional Assigned Trademarks that were not listed on Schedule A attached to the Assignment, and desire to amend the Assignment to replace such Schedule A with the Schedule A-1 attached hereto;

NOW, THEREFORE, in consideration of the foregoing premises and the covenants and agreements contained herein and in the Purchase Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Amendment to Schedule A. Schedule A to the Assignment is hereby amended and restated in its entirety, to read as set forth on Schedule A-1 attached hereto.

2. Reaffirmation. Except as provided herein, all other terms and conditions of the Assignment not explicitly amended herein shall remain unchanged and shall be in full force and effect. All references to the “Assignment” contained in the Assignment and any related documents shall be deemed to refer to the Assignment as amended by this Amendment.

3. Governing Law. This Amendment, and all claims or causes of action (whether in contract, tort or otherwise) that may be based upon, arise out of or relate to this Amendment, shall be governed by and construed in accordance with the internal laws, and not the laws governing conflicts of laws, of the State of Georgia.

4. Binding Effect. This Amendment will be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns.

5. Counterparts. This Amendment may be executed in one or more counterparts (including, without limitation, by electronic means such as e-signature or portable document format (.pdf)) for the convenience of the parties, each of which shall be deemed an original, but such counterparts shall together constitute but one and the same instrument. Signatures hereto transmitted by electronic means shall be effective as original signatures.

[Signature page follows]

IN WITNESS WHERE, the parties have executed this Amendment to be effective as of the Effective Date.

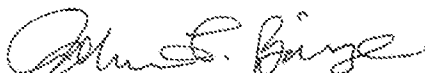
THE ASSIGNEE:

ACT GLOBAL USA INC.


By: 
Name: John T. Baize
Title: Chief Executive Officer

THE ASSIGNORS:

ACT GLOBAL HOLDINGS, LLC

By: 
Name: John T. Baize
Title: Chief Executive Officer

ACT GLOBAL SPORTS B.V.

By: 
Name: John T. Baize
Title: Chief Executive Officer

ACT GLOBAL LIMITED


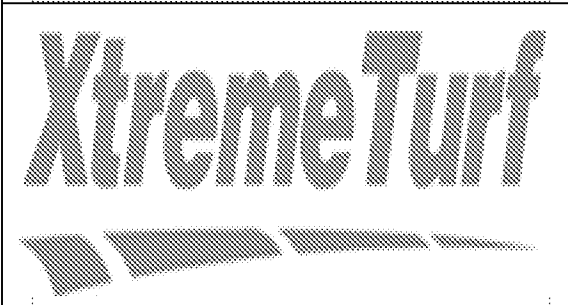

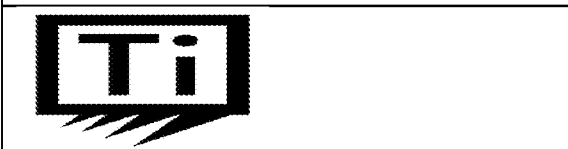

By: 
Name: John T. Baize
Title: Chief Executive Officer

SCHEDULE A

ASSIGNED TRADEMARKS

U.S. REGISTERED TRADEMARKS

Mark	Reg. Number	Reg. Date	Country
ACT GLOBAL	5,198,659	05/09/2017	USA
ACTGLOBAL SPORTS	3,665,976	08/11/2009	USA
ACCREDITATION	6,608,213	01/04/2022	USA
ACCREDITATION SERIES	3,923,972	02/22/2011	USA
ACCREDITATION	3,929,640	03/08/2011	USA
BALANCE	3,775,726	04/13/2010	USA
BALANCE SERIES	3,926,113	03/01/2011	USA
BLUE HAND	4,002,815	07/26/2011	USA
BRINGING SCIENCE TO THE SURFACE	6,607,360	01/04/2022	USA
CLEAR CHOICE	5,294,182	09/26/2017	USA
COURTYARD	3,835,752	08/17/2010	USA
COURTYARD SERIES	3,928,971	03/08/2011	USA
CORONADO	3,775,724	04/13/2010	USA
CORONADO SERIES	3,931,536	03/15/2011	USA
ESTATE	3,775,723	04/13/2010	USA
ESTATE SERIES	3,931,534	03/15/2011	USA
GROUND GEAR	3,842,241	08/31/2010	USA
HARMONY FIBER	3,764,634	03/23/2010	USA
HYBRID	4,766,079	06/30/2015	USA
INFINITY	3,775,725	04/13/2010	USA
INFINITY SERIES	3,931,535	03/15/2011	USA
INTENSITY	3,775,727	04/13/2010	USA
INTENSITY SERIES	3,926,114	03/01/2011	USA
LAWN SERIES	3,690,807	09/29/2009	USA
LITEEARTH	5,165,837	03/21/2017	USA
LITEEARTH	4,379,827	08/06/2013	USA
MOTION	3,772,732	04/06/2010	USA
MOTION SERIES	3,926,115	03/01/2011	USA
OUTFILL	4,067,631	12/06/2011	USA
SPEED	3,772,733	04/06/2010	USA
SPEED SERIES	3,926,116	03/01/2011	USA
TURFSCAPE	3,669,674	08/18/2009	USA
TURFTURTLE	4,002,822	07/26/2011	USA
TURF QUBES	4,012,836	08/16/2011	USA
ARTIFICIAL ANSWERS FOR YOUR NATURAL NEEDS	3,998,569	07/19/2011	USA
THE BOTTOM LINE IN SPORTS SURFACING	3,998,568	07/19/2011	USA
THE GREEN ALTERNATIVE	3,960,018	05/10/2011	USA
WITH U EVERY STEP OF THE GAME	3,998,570	07/19/2011	USA
UBU	3,755,762	03/02/2010	USA

Mark	Reg. Number	Reg. Date	Country
XTREMETURF	5,165,843	03/21/2017	USA
XTREMELAWN	5,165,841	03/21/2017	USA
XTREMEGRASS	5,165,839	03/21/2017	USA
	5,165,835	03/21/2017	USA
	5,165,842	03/21/2017	USA
	3,755,764	03/02/2010	USA
	3,931,543	03/15/2011	USA
	3,931,557	03/15/2011	USA

U.S. UNREGISTERED TRADEMARKS AND TRADE NAMES

“UBU Sports”

“Ground Gear for Athletes”

TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (this “*Assignment*”) is entered into as of October 31, 2022 (the “*Effective Date*”), by and among ACT GLOBAL HOLDINGS, LLC, a Delaware limited liability company; ACT GLOBAL SPORTS B.V., a company organized under the laws of the Netherlands; and ACT GLOBAL LIMITED, a company organized under the laws of Hong Kong (each individually an “*Assignor*” and, collectively, the “*Assignors*”); and ACT GLOBAL USA INC., a Texas corporation (the “*Assignee*”).

WHEREAS, the Assignors and B.I.G. Act Global LLC (“*Buyer*”), a Georgia limited liability company and an Affiliate of the Assignee, are parties to that certain Purchase and Sale Agreement dated as of September 26, 2022 (the “*Purchase Agreement*”), pursuant to which Buyer has agreed to acquire, among other things, all of the Assignors’ right, title and interest in and to all of the Trademarks, together with the goodwill associated with and symbolized by them, that are owned by any of the Assignors or used in the conduct of the Business (collectively, the “*Assigned Trademarks*”), including, without limitation, those Assigned Trademarks listed in Schedule A attached hereto and incorporated herein by this reference; and

WHEREAS, in connection with the transactions contemplated by the Purchase Agreement, the Assignors desire to assign to the Assignee, and the Assignee desires to acquire, all of the Assignors’ right, title and interest in, to and under the Assigned Trademarks, including any goodwill associated therewith, all applications and registrations therefor, all common law rights therein, and any and all rights related to any of the foregoing;

NOW, THEREFORE, in consideration of the foregoing premises and the covenants and agreements contained herein and in the Purchase Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Capitalized Terms. Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to such terms in the Purchase Agreement.

2. Assignment. Each of the Assignors hereby sells, assigns, transfers, conveys and delivers to the Assignee and its successors and assigns, and the Assignee hereby purchases and accepts from each such Assignor, all of such Assignor’s worldwide right, title and interest in, to and under the Assigned Trademarks, including, without limitation, all common law trademarks for which no applications or registrations exist, all applications to register any of the Assigned Trademarks, and all registrations that have been or may be granted for any of the Assigned Trademarks, together with all common law rights associated with the applications and registrations, any and all trademark and/or service mark rights related thereto, and all goodwill associated therewith or symbolized thereby, together with the right to sue and recover damages for future, present and past infringements of the Assigned Trademarks and to fully and entirely stand in the place of such Assignor in all matters related to the Assigned Trademarks. With respect to all of the Assigned Trademarks in pending, intent-to-use applications, the parties hereto acknowledge that the portion of the Business, which is ongoing and existing, to which such Assigned Trademarks pertain is also being transferred to the Assignee or one or more of its Affiliates pursuant to the Purchase Agreement.

3. Terms of the Purchase Agreement. The terms of the Purchase Agreement, including, without limitation, each Assignor’s representations, warranties, covenants, agreements and indemnities relating to the Acquired Assets, are incorporated herein by this reference. Each of the parties hereto acknowledges and agrees that 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.

4. Further Assurances. Each of the Assignors covenants with the Assignee that such Assignor will, without further consideration and at its own expense, take all such further actions, execute and deliver all such further documents and do all such other acts and things as the Assignee may reasonably request for the purpose of carrying out the intent of this Assignment.

5. Recordation. Each of the Assignors hereby authorizes the United States Patent and Trademark Office, the World Intellectual Property Organization and any other corresponding officials of other jurisdictions, as appropriate, to record this instrument and to record the Assignee as the owner of the Assigned Trademarks with respect to any such Assigned Trademarks that are currently registered in such Assignor's name.

6. Governing Law. This Agreement, and all claims or causes of action (whether in contract, tort or otherwise) that may be based upon, arise out of or relate to this Agreement or the negotiation, execution or performance of this Agreement, shall be governed by and construed in accordance with the internal laws, and not the laws governing conflicts of laws, of the State of Georgia.

7. Amendment. This Agreement may not be amended or modified except by an instrument in writing signed by the Assignors and the Assignee.

8. Binding Effect. This Agreement will be binding upon and will inure to the benefit of the parties hereto and their respective successors and assigns.

9. Counterparts. This Agreement may be executed in one or more counterparts (including, without limitation, by electronic means such as e-signature or portable document format (.pdf)) for the convenience of the parties, each of which shall be deemed an original, but such counterparts shall together constitute but one and the same instrument. Signatures hereto transmitted by electronic means shall be effective as original signatures.

[Signature page follows]

IN WITNESS WHERE, the parties have executed this Assignment to be effective as of the Effective Date.


THE ASSIGNEE:

ACT GLOBAL USA INC.

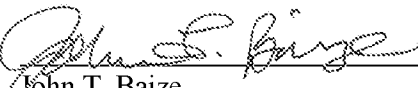
By: 
Name: John T. Baize
Title: Chief Executive Officer

THE ASSIGNORS:

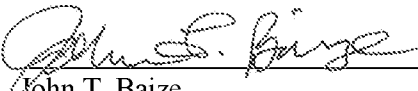
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Title: Chief Executive Officer

ACT GLOBAL SPORTS B.V.

By: 
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Title: Chief Executive Officer


ACT GLOBAL LIMITED



By: 
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Title: Chief Executive Officer

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CLEAR CHOICE	5,294,182	09/26/2017	USA
LITEARTH	5,165,837	03/21/2017	USA
XTREME TURF	3,035,226	12/27/2005	USA
ACCREDITATION			USA
ACCREDITATION SERIES	3,923,972	02/22/2011	USA
ACCREDITATION	3,929,640	03/08/2011	USA
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UBU	3,755,762	03/02/2010	USA
	3,755,764	03/02/2010	USA

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HYBRID	4,766,079	06/30/2015	USA

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