

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM839427

<b>SUBMISSION TYPE:</b>	RESUBMISSION		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>RESUBMIT DOCUMENT ID:</b>	900799962		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Oakland Pro Soccer LLC		09/08/2023	Limited Liability Company: CALIFORNIA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Roots Corporation		
<b>Street Address:</b>	1400 Castlefield Avenue		
<b>City:</b>	Toronto		
<b>State/Country:</b>	CANADA		
<b>Postal Code:</b>	M6B 4C4		
<b>Entity Type:</b>	Corporation: CANADA		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	7135175	OAKLAND ROOTS	
<b>Serial Number:</b>	97172157	OAKLAND ROOTS SPORTS CLUB	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	4085309797		
<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>			
<b>Phone:</b>	4085309700		
<b>Email:</b>	jowens@hollp.com		
<b>Correspondent Name:</b>	Jonathan O. Owens		
<b>Address Line 1:</b>	162 North Wolfe Road		
<b>Address Line 4:</b>	Sunnyvale, CALIFORNIA 94086		
<b>ATTORNEY DOCKET NUMBER:</b>	ROOTS-00000		
<b>DOMESTIC REPRESENTATIVE</b>			
<b>Name:</b>	Lauren Gregory Leipold		
<b>Address Line 1:</b>	1075 Peachtree Street, N.E., Suite 2500		
<b>Address Line 4:</b>	Atlanta, GEORGIA 30309-3958		
<b>NAME OF SUBMITTER:</b>	Jonathan O. Owens		

<b>SIGNATURE:</b>	/Jonathan O. Owens/
<b>DATE SIGNED:</b>	09/14/2023
<b>Total Attachments: 3</b> source=Assignment_9_11_2023#page1.tif source=Assignment_9_11_2023#page2.tif source=Assignment_9_11_2023#page3.tif	

## TRADEMARK ASSIGNMENT AGREEMENT

This Trademark Assignment Agreement (the “Agreement”) is entered into as of September 8, 2023 (“Effective Date”) by and between Oakland Pro Soccer LLC, California limited liability company (“Assignor”), and Roots Corporation, a Canadian corporation (“Assignee”).

WHEREAS, Assignor has adopted and owns the marks identified at Exhibit A in connection with apparel (hereinafter the “Marks”);

WHEREAS, Assignee desires to acquire the Marks and all rights in the Marks in connection with apparel, including the goodwill of the business associated with the Marks, as well as any and all common law rights in the Marks, and the trademark applications and registrations associated with the Marks;

NOW THEREFORE, for valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

Assignor hereby conveys, transfers, and assigns to Assignee all right, title, and interest in and to the Marks in connection with apparel, including but not limited to all common law rights in the Marks and the applications and registrations for the Marks, together with the goodwill of Assignor’s business connected with the use of and symbolized by the Marks, and all rights corresponding thereto throughout the world. Assignor further assigns to Assignee all rights to sue for and receive all damages occurring from past infringing uses of the Marks.

Assignor agrees that at any time and from time to time after execution of this assignment, at the request of Assignee and without further consideration, Assignor will execute and deliver such other instruments and take such action as Assignee may reasonably request to transfer, convey, and assign to Assignee, and to confirm Assignee’s right, title, and interest in and to the Marks, and to assist Assignee in exercising all rights with respect to the Marks.

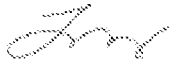
Nothing in this assignment, express or implied, is intended or will be construed to confer upon, or give to, any person or entity, other than the parties to this assignment, any rights, remedies, obligations, or liabilities. This assignment will bind and inure to Assignee and Assignor and their respective successors and assigns. This assignment may be executed in any number of counterparts, each of which will be deemed an original, but all of which together will constitute one and the same.

Assignor and Assignee acknowledge and agree that this Agreement is entered into pursuant to the settlement agreement between Roots Corporation and Oakland Pro Soccer LLC (the “Settlement Agreement”). To the extent that any provision of this Agreement is inconsistent or conflicts with the Settlement Agreement, the provisions of the Settlement Agreement shall control. Nothing contained in this Agreement shall be deemed to supersede, enlarge, or modify any of the obligations, agreements, covenants, or warranties of Assignor and Assignee contained in the Settlement Agreement.

IN WITNESS WHEREOF, the undersigned parties have executed this Trademark Assignment Agreement by and through their properly authorized signatories effective as of the Effective Date.

**ASSIGNOR:**


OAKLAND PRO SOCCER LLC

By: 

\_\_\_\_\_  
Name: Lindsay Barenz  
Title: President

**ASSIGNEE:**

ROOTS CORPORATION

By: 

\_\_\_\_\_  
Name: Kaleb Honsberger  
Title: SVP, General Counsel

Exhibit A

<b>Trademark</b>	<b>Country</b>	<b>Goods/Services</b>	<b>App./Reg. No.</b>
<b>OAKLAND ROOTS</b>	USA	Cl. 25: Apparel, namely, cap visors; footwear; hats; jackets; pants; shirts; socks; sports jerseys; sweaters; sweatpants; sweatshirts; and t-shirts	7135175
<b>OAKLAND ROOTS SPORTS CLUB</b>	USA	Cl. 25: Apparel, namely, cap visors; footwear; hats; jackets; pants; shirts; socks; sports jerseys; sweaters; sweatpants; sweatshirts; and t-shirts	97172157