

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM851329

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	NUNC PRO TUNC ASSIGNMENT		
EFFECTIVE DATE:	10/17/2023		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
ACS Athletics, LLC		11/02/2023	Limited Liability Company: GEORGIA
RECEIVING PARTY DATA			
Name:	3 STEP SPORTS LLC		
Street Address:	300 Brickstone Square		
City:	Andover		
State/Country:	MASSACHUSETTS		
Postal Code:	01801		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4830972	HOOPSEEN	
CORRESPONDENCE DATA			
Fax Number:	2025599163		
<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:	2026312021		
Email:	valerie.purdy-pyeron@rieblinglaw.com		
Correspondent Name:	Valerie Purdy-Pyeron, Paralegal		
Address Line 1:	Suite 1025		
Address Line 2:	1717 Pennsylvania Avenue, N.W.		
Address Line 4:	Washington, D.C. 20006		
ATTORNEY DOCKET NUMBER:	000411-8 HOOPSEEN assign		
NAME OF SUBMITTER:	Valerie Purdy-Pyeron, Paralegal		
SIGNATURE:	/valerie purdy-pyeron/		
DATE SIGNED:	11/06/2023		
Total Attachments: 4			
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TRADEMARK ASSIGNMENT AGREEMENT

THIS TRADEMARK ASSIGNMENT AGREEMENT ("Assignment"), effective *nunc pro tunc* (now as if before) as of October 17, 2023 ("Effective Date"), is by and between ACS Athletics, LLC, a Georgia limited liability company located at 3640 Burnette Road, Suwanee, GA 30024 ("Assignor"), and 3 STEP SPORTS LLC, a Delaware limited liability company located at 300 Brickstone Square, Andover, MA 01801 ("Assignee"). Each of Assignor and Assignee, are a "Party" and, together, the "Parties".

WHEREAS, Assignor desires to sell, convey, transfer and deliver to Assignee, and Assignee desires to purchase, acquire, receive and accept from Assignor, all of Assignor's rights, title and interests in, to, and under the trademarks identified on Exhibit A hereto (the "Transferred Trademarks"), which exhibit is incorporated by reference as if fully set forth herein.

NOW, THEREFORE, for good and valuable consideration, the sufficiency and receipt of which is hereby acknowledged, and intending to be legally bound hereby, the Parties agree as follows:

1. Assignment of Transferred Trademarks. Assignor hereby assigns, sells, conveys, transfers and delivers to Assignee its entire worldwide rights, title, ownership and interests in and to the Transferred Trademarks, together with any common law or other unregistered rights Assignor has in the Transferred Trademark in connection with the goods/services listed in the associated applications/registrations and/or used with the Transferred Trademarks, together with any and all goodwill connected with and symbolized by the Transferred Trademarks, together with the entire portion of the ongoing and existing business of Assignor pertaining to any pending intent to use application of or for the Transferred Trademarks, the same to be held and enjoyed by Assignee for its own use and enjoyment and the use and enjoyment of its successors, assigns and other legal representatives as fully and entirely as the same would have been held and enjoyed by Assignor if this assignment and sale had not been made, as assignee of its respective entire rights, title, ownership and interests therein, including, without limitation, all rights in and to all fees, income, royalties, damages and payments now or hereafter due or payable with respect thereto, all causes of action (whether in law or in equity) with respect thereto, and the right to sue, counterclaim, and recover for past, present and future infringement, misappropriation, dilution or other violation of the rights assigned or to be assigned under this Assignment.
2. Binding Agreement. This Assignment shall be binding upon and inure to the benefit of the Parties and their respective permitted successors and assigns.
3. Severability. If any term or provision of this Assignment is held invalid, illegal or unenforceable in any respect under any applicable Law, as a matter of public policy or on any other grounds, the validity, legality and enforceability of all other terms and provisions of this Assignment will not in any way be affected or impaired. If the final judgment of a court of competent jurisdiction or other government authority declares that any term or provision hereof is invalid, illegal or unenforceable, the Parties agree that the court making such determination

will have the power to reduce the scope, duration, area or applicability of the term or provision, to delete specific words or phrases, or to replace any invalid, illegal or unenforceable term or provision with a term or provision that is valid, legal and enforceable and that comes closest to expressing the intention of the invalid, illegal or unenforceable term or provision.

4. Amendments. This Assignment may be amended, restated, supplemented or otherwise modified, only by written agreement duly executed by each Party.
5. Further Assurances. Each of the Parties shall execute and deliver such documents, and take such other action, as shall be reasonably requested by the other Party to carry out the transactions contemplated by this Assignment, and shall take such reasonable actions as may be necessary or appropriate to record, memorialize or make effective the assignment of the Transferred Trademarks contemplated hereby as may be reasonably requested by the other Party, and to vest and perfect in Assignee such right, title, and interest in and to the Transferred Trademark as sold, assigned and transferred to Assignee hereunder. To the fullest extent permitted by applicable law, Assignor hereby authorizes Assignee and its assignees and gives Assignee and its assignees its irrevocable power of attorney, with full power of substitution, which authorization shall be coupled with an interest, to take any and all steps in Assignor's name and on behalf of Assignor that are necessary or desirable in the reasonable determination of Assignee and its assignees to assign or transfer the Transferred Trademarks if Assignor does not do so within a reasonable period of time after receipt of a request from Assignee.
6. Recordations. Assignor hereby authorizes and requests the officials of the United States Patent and Trademark Office to record Assignee as assignee and owner of the entire right, title and interest in, to and under the Transferred Trademarks.
7. Counterparts. This Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which when taken together shall constitute one and the same instrument. Facsimiles, e-mail transmission of .pdf signatures or other electronic copies of signatures shall be deemed to be originals.
8. No Third-Party Beneficiaries. Nothing in this Assignment shall create or be deemed to create any third-party beneficiary rights in any Person not a party hereto, including any affiliates of any Party.
9. Entire Agreement. This Assignment (and all schedules hereto) collectively constitute and contain the entire agreement and understanding of the Parties with respect to the subject matter hereof and thereof and supersede all prior negotiations, correspondence, understandings, agreements and contracts, whether written or oral, among the Parties respecting the subject matter hereof and thereof.

[Signature page follows]

IN WITNESS WHEREOF, the Parties, through their authorized representatives, have caused this Assignment to be duly executed and delivered as of the Effective Date.

Assignor:

ACS Athletics, LLC

By: 

Name: Michael Eddy

Date: November 2, 2023

Assignee:

3 STEP SPORTS LLC

By: 

Name: Blake Donnelly-Morell

Title: Authorized Signatory

Date: November 2, 2023

EXHIBIT A

TRANSFERRED TRADEMARKS

TRADEMARK	COUNTRY	APP. NO.	REG. NO.	STATUS
HOOPSEEN	USA	86548490	4830972	Registered