

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM864676

<b>SUBMISSION TYPE:</b>	RESUBMISSION		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>RESUBMIT DOCUMENT ID:</b>	900821178		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
SAJE Enterprises, LLC		12/06/2023	Limited Liability Company: NEW JERSEY
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	3 STEP SPORTS LLC		
<b>Street Address:</b>	300 Brickstone Square		
<b>City:</b>	Andover		
<b>State/Country:</b>	MASSACHUSETTS		
<b>Postal Code:</b>	01801		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 7</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	7133494	LEARN IT. LOVE IT. LIVE IT.	
<b>Registration Number:</b>	7157639	EDP CHAMPIONS YOUTH LEAGUE CUP	
<b>Registration Number:</b>	7157638	EDP YOUTH CHAMPIONS CUP	
<b>Registration Number:</b>	7000794	PATHWAY TO COLLEGE	
<b>Registration Number:</b>	5972572	EDP	
<b>Registration Number:</b>	5063619	EDP EDP FUTURES	
<b>Registration Number:</b>	5063550	EDP	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	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>			
<b>Phone:</b>	2026312021		
<b>Email:</b>	valerie.purdy-pyeron@rieblinglaw.com		
<b>Correspondent Name:</b>	Valerie Purdy-Pyeron, Paralegal		
<b>Address Line 1:</b>	1717 Pennsylvania Avenue, N.W.		
<b>Address Line 2:</b>	Suite 1025		
<b>Address Line 4:</b>	Washington, D.C. 20006		
<b>ATTORNEY DOCKET NUMBER:</b>	000411-4 SAJE TO 3 STEP		

<b>NAME OF SUBMITTER:</b>	Valerie Purdy-Pyeron, Paralegal
<b>SIGNATURE:</b>	/valerie purdy-pyeron/
<b>DATE SIGNED:</b>	12/29/2023
<b>Total Attachments: 6</b> source=3_Step_-_Intellectual_Property_Assignment_Agreement_#page1.tif source=3_Step_-_Intellectual_Property_Assignment_Agreement_#page2.tif source=3_Step_-_Intellectual_Property_Assignment_Agreement_#page3.tif source=3_Step_-_Intellectual_Property_Assignment_Agreement_#page4.tif source=3_Step_-_Intellectual_Property_Assignment_Agreement_#page5.tif source=3_Step_-_Intellectual_Property_Assignment_Agreement_#page6.tif	

## INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

**THIS INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT** (this “**Assignment**”) is made as of this 6<sup>th</sup> day of December, 2023 (the “**Effective Date**”), by and between SAJE Enterprises LLC, a New Jersey limited liability company (“**SAJE**”), LMA-SP LLC, a New Jersey limited liability company (“**LMA-SP**”), LMA-NYC LLC, a New Jersey limited liability company (“**LMA-NYC**”), and Titan Travel LLC, a New Jersey limited liability company (“**Titan**” with each of SAJE, LMA-SP, LMA-NYC and Titan referred to herein as an “**Assignor**” and collectively, the “**Assignors**”), and 3 Step Sports LLC, a Delaware limited liability company (the “**Assignee**”), under the following circumstances:

**WHEREAS**, Assignors and Assignee are parties to that certain Asset Purchase Agreement, dated as of the date hereof (the “**Purchase Agreement**”), by and among Assignors and Assignee and the other parties named therein. Capitalized terms used herein, but not defined herein, shall have the meanings given to them in the Purchase Agreement;

**WHEREAS**, pursuant to the terms of the Purchase Agreement, each Assignor desires to convey, transfer and assign to Assignee all of the Intellectual Property set forth in Exhibit A hereto (the “**Intellectual Property**”) to Assignee, and Assignee desires to accept such conveyance, transfer and assignment from Assignor, pursuant to the terms and conditions of this Assignment; and

**WHEREAS**, the execution and delivery of this Assignment is made pursuant to the Purchase Agreement.

**NOW, THEREFORE**, in consideration of the mutual promises contained in this Assignment, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Assignment. Assignor hereby irrevocably conveys, assigns and transfers to Assignee, and Assignee hereby accepts, all of the right, title and interest that Assignor has or may have or acquire in and to the Intellectual Property throughout the world, including, without limitation, all goodwill of the business associated therewith (including connected with the use of, and symbolized by, the Intellectual Property) and all pending or inchoate actions or claims related to any of the foregoing, including the right to sue for past infringement or breaches of contract.

2. Further Assurances. Assignor agrees that upon written request by the Assignee and without further consideration, but at the sole cost and expense of Assignor, Assignor shall perform all such acts as Assignee may reasonably request to vest title in Assignor’s right, title and interest in and to the Intellectual Property in Assignee and to protect the rights of Assignee in and to the Intellectual Property, including, without limitation, (i) with respect to the assignment of any domain names on Exhibit A (each an “**Assigned Domain Name**”), the execution of any related domestic or foreign application or transfer documents, and all actions that may be required by the applicable domain name registrar and/or hosting service provider to transfer ownership and control of each Assigned Domain Name to Assignee, its successors and assigns and (ii) with respect to the assignment of any trademarks on Exhibit A, all actions that may be required by the United States

Patent and Trademark Office or the comparable foreign authority to transfer ownership and control of each Assigned Trademark to Assignee, its successors and assigns. Assignor hereby authorizes and requests the appropriate registration authority, domain name registrar, hosting service provider, and each other applicable entity, to transfer ownership and control of the Assigned Domain Names to Assignee, its successors and assigns.

3. Counterparts; Electronic Signatures. This Assignment may be executed in any number of counterparts and by different parties hereto on separate counterparts, each of which when so executed and delivered shall be deemed to be an original and all of which, taken together, shall constitute but one and the same Assignment. Execution and delivery of this Assignment by electronic or email exchange bearing the copies of a party's signature shall constitute a valid and binding execution and delivery of this Assignment by such party. Such electronic copies shall constitute enforceable original documents.

4. 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.

5. USPTO. Both Assignor and Assignee hereby authorize and request that the Commissioner of the United States Patent and Trademark Office and the head of the United States Copyright Office, comparable foreign authority or any analogous officials or other governmental authority, record and file this Assignment with respect to the applicable Intellectual Property to effectuate the transfer of such Intellectual Property to Assignee and its successors and assigns.

6. GOVERNING LAW; DISPUTE RESOLUTION. THIS ASSIGNMENT WILL BE GOVERNED AND CONSTRUED IN ACCORDANCE WITH THE INTERNAL LAWS OF THE COMMONWEALTH OF MASSACHUSETTS WITHOUT GIVING EFFECT TO ANY CHOICE OF LAW OR CONFLICT OF LAW PROVISION OR RULE. ANY DISPUTE, CLAIM OR LITIGATION ARISING OUT OF OR RELATING IN ANY WAY TO THIS ASSIGNMENT SHALL BE RESOLVED IN ACCORDANCE WITH THE DISPUTE RESOLUTION MECHANISMS SET FORTH IN THE PURCHASE AGREEMENT.

[Signature Page Follows]

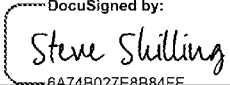
**IN WITNESS WHEREOF**, the parties hereto have caused this INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT to be executed as of the Effective Date.

**ASSIGNOR:**

**ASSIGNEE:**

TITAN TRAVEL LLC

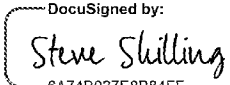
3 STEP SPORTS LLC

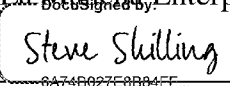
DocuSigned by:  
  
By: \_\_\_\_\_  
Name: Steve Shilling  
Title: Managing Member

By: \_\_\_\_\_  
Name: Tania King  
Title: Chief Executive Officer

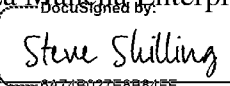
SAJE Enterprises LLC

LMA-SP LLC

DocuSigned by:  
  
By: \_\_\_\_\_  
Name: Steve Shilling  
Title: Chief Executive Officer

By La Mancha Enterprises LLC  
DocuSigned by:  
  
By: \_\_\_\_\_  
Name: Steve Shilling  
Title: Managing Member

LMA-NYC LLC

By La Mancha Enterprises LLC  
DocuSigned by:  
  
By: \_\_\_\_\_  
Name: Steve Shilling  
Title: Managing Member

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**ASSIGNOR:**

TITAN TRAVEL LLC

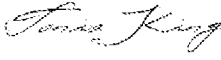
By: \_\_\_\_\_  
Name:  
Title:

SAJE Enterprises LLC

\_\_\_\_\_  
Name:  
Title:

**ASSIGNEE:**

3 STEP SPORTS LLC

By:   
Name: Tania King  
Title: Chief Executive Officer

LMA-SP LLC

By La Mancha Enterprises LLC

By \_\_\_\_\_  
Name:  
Title:

LMA-NYC LLC

By La Mancha Enterprises LLC

By \_\_\_\_\_  
Name:  
Title:

**Exhibit A****Description of Intellectual Property****Trademark Registrations**

<b>Mark</b>	<b>Jurisdiction</b>	<b>Registration Number</b>	<b>Registration Date</b>
LEARN IT. LOVE IT. LIVE IT.	United States	7,133,494	08/08/2023
EDP Champions Youth League Cup	United States	7,157,639	09/05/2023
EDP Youth Champions Cup	United States	7,157,638	09/05/2023
PATHWAY TO COLLEGE	United States	7,000,794	3/14/2023
EDP	United States	5,972,572	01/28/2020
EDP EDP FUTURES and Design 	United States	5,063,619	10/18/2016
EDP and Design 	United States	5,063,550	10/18/2016

**Domain Names**

<b>Domain</b>	<b>Registrant</b>	<b>Registrar</b>	<b>Expiration Date</b>
edp.soccer	SAJE Enterprises LLC	GoDaddy	5/1/2018
edpflorida.com	SAJE Enterprises LLC	GoDaddy	7/12/2025
EDPSOCCER.COM	SAJE Enterprises LLC	GoDaddy	4/14/2025
EDPSOCCER.ORG	SAJE Enterprises LLC	GoDaddy	6/22/2024
isportingevents.com	SAJE Enterprises LLC	GoDaddy	4/27/2024
NJFUTSAL.COM	SAJE Enterprises LLC	GoDaddy	9/14/2024
SAJEENTERPRISES.COM	SAJE Enterprises LLC	GoDaddy	3/2/2024
TITANLODGING.COM	SAJE Enterprises LLC	GoDaddy	4/19/2024

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ME1 46632579v.2

**RECORDED: 12/14/2023**

**TRADEMARK**  
**REEL: 008295 FRAME: 0105**