# OP \$65.00.00 97403200

# TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Assignment ID: TMI48032

Stylesheet Version v1.2

| SUBMISSION TYPE:      | NEW ASSIGNMENT                                     |  |
|-----------------------|--|--|
| NATURE OF CONVEYANCE: | ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL |  |

## **CONVEYING PARTY DATA**

| Name               | Formerly | Execution Date | Entity Type           |
|--------------------|----------|----------------|-----------------------|
| USA Softball, Inc. |          | 02/15/2024     | Corporation: OKLAHOMA |

# **RECEIVING PARTY DATA**

| Company Name:   | National Collegiate Athletic Association |
|-----------------|--|
| Street Address: | 700 W. Washington Street                 |
| City:           | Indianapolis                             |
| State/Country:  | INDIANA                                  |
| Postal Code:    | 46204                                    |
| Entity Type:    | Unincorporated Association: INDIANA      |

# **PROPERTY NUMBERS Total: 2**

| Property Type  | Number   | Word Mark                 |
|----------------|----------|---------------------------|
| Serial Number: | 97403200 | THE ROAD TO OKLAHOMA CITY |
| Serial Number: | 97894351 | THE ROAD TO OKLAHOMA CITY |

# **CORRESPONDENCE DATA**

**Fax Number:** 3124643111

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:** 3124643100

Email: trademarks@loeb.com

Correspondent Name: Douglas N. Masters

Address Line 1: 321 N. Clark Street, Suite 2300

Address Line 4: Chicago, ILLINOIS 60654

| ATTORNEY DOCKET NUMBER: | 205125-10056    |
|-------------------------|-----------------|
| NAME OF SUBMITTER:      | BARBARA FELLARS |
| SIGNATURE:              | BARBARA FELLARS |
| DATE SIGNED:            | 02/23/2024      |

**Total Attachments: 2** 

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TRADEMARK REEL: 008353 FRAME: 0160

## **EXHIBIT A**

## Trademark Assignment

This Trademark Assignment ("<u>Assignment</u>") is made by and between National Collegiate Athletic Association, an unincorporated Indiana association ("Assignee"), and USA Softball, Inc., a Oklahoma corporation ("Assignor") and is effective as of the date it has been fully executed.

WHEREAS, Assignor is the named Applicant in U.S. Trademark Applications under Serial Nos. 97403200 and 97894351 in and to the mark THE ROAD TO OKLAHOMA CITY, and Assignor is the owner of common law rights related to the mark (the "Mark"), together with the goodwill symbolized by and associated with the Mark, and the right to pursue legal actions against third parties and recover for, and the right to profits or damages due or accrued, arising out of or in connection with any and all past, present or future infringements of Assignor's rights in the Mark, or dilution of or damage to the Mark or the associated goodwill, and related damages, and the right to receive and retain any proceeds relating to those actions (collectively referred to as the "Rights");

WHEREAS, Assignor desires to assign to Assignee its rights, title and interest in and to the all of its Rights;

WHEREAS, Assignee desires to acquire all of Assignor's rights, title and interest in and to the Rights;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is acknowledged, Assignor hereby assigns and transfers to Assignee, its successors and assigns, all of Assignor's right, title and interest in and to the Rights.

Assignor further agrees that, without further consideration, it will cause to be performed such other lawful acts, and to be executed such further assignments and other lawful documents, as Assignee may, from time to time, reasonably request to effect fully this Assignment and to permit Assignee to be duly recorded as the owner of the Assigned Mark in the United States.

This Assignment may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute a single instrument.

This Assignment shall be binding upon and shall inure to the benefit of Assignor and Assignee and their respective successors and assigns.

IN WITNESS WHEREOF, the parties have caused this Assignment to be duly executed pursuant to authorization as set out below.

| NATIONAL COLLEGIATE ATHLETIC ASSOCIATION | USA SOFTBALL, INC. |
|--|--------------------|
| DocuSigned by:                           |                    |
| BY Mario Morris                          | BY                 |
| SVP Administration and CFO               | TITLE              |
| DATE 2/16/2024                           | DATE               |

TRADEMARK
REEL: 008353 FRAME: 0161

# **Trademark Assignment**

This Trademark Assignment ("Assignment") is made by and between National Collegiate Athletic Association, an unincorporated Indiana association ("Assignee"), and USA Softball, Inc., a Oklahoma corporation ("Assignor") and is effective as of the date it has been fully executed.

WHEREAS, Assignor is the named Applicant in U.S. Trademark Applications under Serial Nos. 97403200 and 97894351 in and to the mark THE ROAD TO OKLAHOMA CITY, and Assignor is the owner of common law rights related to the mark (the "Mark"), together with the goodwill symbolized by and associated with the Mark, and the right to pursue legal actions against third parties and recover for, and the right to profits or damages due or accrued, arising out of or in connection with any and all past, present or future infringements of Assignor's rights in the Mark, or dilution of or damage to the Mark or the associated goodwill, and related damages, and the right to receive and retain any proceeds relating to those actions (collectively referred to as the "Rights");

**WHEREAS**, Assignor desires to assign to Assignee its rights, title and interest in and to the all of its Rights;

WHEREAS, Assignee desires to acquire all of Assignor's rights, title and interest in and to the Rights;

**NOW, THEREFORE,** for good and valuable consideration, the receipt and sufficiency of which is acknowledged, Assignor hereby assigns and transfers to Assignee, its successors and assigns, all of Assignor's right, title and interest in and to the Rights.

Assignor further agrees that, without further consideration, it will cause to be performed such other lawful acts, and to be executed such further assignments and other lawful documents, as Assignee may, from time to time, reasonably request to effect fully this Assignment and to permit Assignee to be duly recorded as the owner of the Assigned Mark in the United States.

This Assignment may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute a single instrument.

This Assignment shall be binding upon and shall inure to the benefit of Assignor and Assignee and their respective successors and assigns.

**IN WITNESS WHEREOF,** the parties have caused this Assignment to be duly executed pursuant to authorization as set out below.

| NATIONAL COLLEGIATE ATHLETIC ASSOCIATION | USA SOFTBALL, INC.           |
|--|------------------------------|
|  |                              |
| BY                                       | BY Craig A. Cress            |
| TITLE                                    | TITLEChief Executive Officer |
| DATE                                     | DATEFebruary 15, 2024        |

RECORDED: 02/23/2024

TRADEMARK REEL: 008353 FRAME: 0162