

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

EPAS ID: PAT7197579

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT	
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT	
<b>CONVEYING PARTY DATA</b>		
	<b>Name</b>	<b>Execution Date</b>
	PROWIRE SPORT LIMITED	01/02/2019
<b>RECEIVING PARTY DATA</b>		
<b>Name:</b>	PROWIRE SPORT LLC	
<b>Street Address:</b>	251 LITTLE FALLS DRIVE	
<b>City:</b>	WILMINGTON	
<b>State/Country:</b>	DELAWARE	
<b>Postal Code:</b>	19808	
<b>PROPERTY NUMBERS Total: 1</b>		
	<b>Property Type</b>	<b>Number</b>
	Application Number:	17377105
<b>CORRESPONDENCE DATA</b>		
<b>Fax Number:</b>		
<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>Email:</b>	ZHiggs@kilpatricktownsend.com	
<b>Correspondent Name:</b>	KILPATRICK TOWNSEND & STOCKTON LLP	
<b>Address Line 1:</b>	1100 PEACHTREE STREET, N.E.	
<b>Address Line 2:</b>	MAILSTOP: IP DOCKETING - 22, SUITE 2800	
<b>Address Line 4:</b>	ATLANTA, GEORGIA 30309	
<b>ATTORNEY DOCKET NUMBER:</b>	098073-1258494	
<b>NAME OF SUBMITTER:</b>	ZILLA HIGGS	
<b>SIGNATURE:</b>	/Zilla Higgs/	
<b>DATE SIGNED:</b>	02/28/2022	
<b>Total Attachments: 6</b>		
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## CONFIRMATORY INTELLECTUAL PROPERTY ASSIGNMENT

This Confirmatory Intellectual Property Assignment Agreement (“**Assignment**”), dated as of January 2, 2019 at 9:00 a.m. GMT (“**Effective Date**”), is made by and between PROWIRE SPORT LIMITED (“**Assignor**”), the full post office address of whose principal office or place of business is 25 Moorgate, London, England, EC2R 6AY and PROWIRE SPORT LLC (formerly PROWIRE SPORT USA LLC) (“**Assignee**”), the full post office address of whose principal office or place of business is 251 Little Falls Drive, Wilmington, County of New Castle, Delaware, 19808, USA.

**WHEREAS** Assignee and Assignor have entered into that certain Business and Asset Purchase Agreement dated as of January 2, 2019 (“**Purchase Agreement**”), pursuant to which Assignor agreed to sell to Assignee, and Assignee agreed to purchase from Assignor, the Business (as defined in the Purchase Agreement), together with the legal and beneficial title to certain Intellectual Property Rights (as defined in the Purchase Agreement), including, without limitation, the rights in and to the applications and registrations for patents listed on the attached Schedule “A” (the “**Patents**”), the rights, title and interest in and to the trademarks listed on the attached Schedule “B”, including any applications and registrations therefor (the “**Trademarks**”), and the rights, title and interest in and to the Internet domain names listed on the attached Schedule “C”, including any applications and registrations therefor (the “**Domain Names**”);

**NOW THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which Assignor and Assignee hereby acknowledge, Assignor and Assignee hereby agree as follows:

1. Assignor hereby sells, assigns and transfers, and confirms that it has sold, assigned and transferred, unto the Assignee, its successors and assigns, all of Assignor’s right, title and interest in and to the Patents and inventions disclosed therein, along with (a) all applications for patents for such inventions or based on the Patents in all countries, now filed or to be filed, including all divisional, renewal, substitute, continuation, continuation-in-part and convention applications based in whole or in part upon the inventions or upon the Patents, (b) all patents which may issue on the inventions and on any application transferred by this Assignment in all countries, and any and all reissues, extensions, divisions, renewals, substitutes, continuations or continuations-in-part of patents granted for the inventions or upon such applications or Patents, for the full term or terms for which the patents may be issued, (c) every priority right that is or may be predicated upon or arise from the inventions, the Patents and the foregoing applications and patents under any applicable international or bilateral treaty, agreement or convention, and (d) all of Assignor’s right to sue, counterclaim and recover for past, present and future infringement of the Patents and the foregoing inventions, applications and patents.
2. Assignor hereby sells, assigns and transfers, and confirms that it has sold, assigned and transferred, to Assignee the entire worldwide right, title and interest in the Trademarks, including all registrations and applications thereof, all registrations which may be granted in respect of such applications, all renewals of such registrations, along with all common

law rights therein, together with the goodwill associated with the 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 or other legal representatives, including the right, throughout the world, to use, register, and sell wares and services thereunder, as the same would have been held and enjoyed by Assignor if this assignment and sale had not been made, and including its entire right, title and interest in and to all income, royalties, damages and payments now or hereafter due or payable with respect to the Trademarks, and in and to all causes of action (either in law or in equity) and the right to sue, counterclaim and recover for past, present and future infringement of the rights assigned or to be assigned under this Assignment.


3. Assignor hereby sells, assigns and transfers, and confirms that it has sold, assigned and transferred, to the Assignee, its successors and assigns, all of Assignor's right, title and interest in and to the Domain Names, including all of Assignor's right to sue, counterclaim and recover for past, present and future infringement of the Domain Names.
4. Assignor will, upon request of Assignee and without further consideration but at the expense of the Assignee, cooperate with and take all reasonably necessary steps to record Assignee as the assignee and owner of the Patents, Trademarks and the Domain Names, including causing the administrative and technical contact(s) for the Domain Names to take all steps as may be reasonably necessary to effect transfer and recordation of the Domain Names to Assignee.
5. Assignor and Assignee acknowledge and agree that nothing contained in this Assignment shall in any way supersede, modify, replace, amend, rescind, waive narrow or broaden any provision set forth in the Purchase Agreement or any of the rights, remedies or obligations arising therefrom.
6. This Assignment is binding upon, and enures to the benefit of, the parties and their respective legal representatives, successors and assigns.
7. This Assignment and any disputes or claims arising out of or in connection with its subject matter or formation (including non-contractual disputes or claims) are governed by and shall be construed and take effect in all respects in accordance with English law. The parties irrevocably agree that the courts of England and Wales have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this Assignment or its subject matter or formation (including non-contractual disputes or claims).
8. This Assignment may be executed in any one or more number of counterparts each of which, when executed, shall be deemed to form part of and together constitute this Assignment. No counterpart shall be effective until each party has executed at least one counterpart. Transmission of an executed counterpart of this Assignment (but for the avoidance of doubt not just a signature page) by (a) fax or (b) e-mail (in PDF, JPEG or other agreed format) shall take effect as delivery of an executed counterpart of this Assignment. If either the method of delivery is adopted, without prejudice to the validity

of the Assignment, each party shall provide the others with the original of such counterpart as soon as reasonably possible thereafter.

**IN WITNESS WHEREOF** Assignor and Assignee have caused this Assignment to be executed by their duly authorized representatives as of the Effective Date.

Assignor:

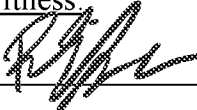
PROWIRE SPORT LIMITED

By: 

Name: Gordon Sumner

Title: Director

Witness:



Name: Rachel Giffen

Assignee:

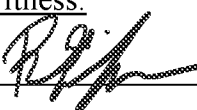
PROWIRE SPORT LLC

By: 

Name: James Sumner

Title: Chief Operating Officer

Witness:



Name: Rachel Giffen

**SCHEDULE "A"**

<b>Patents</b>				
<b>Country</b>	<b>Application No.</b>	<b>Title</b>	<b>Status</b>	<b>Torys Reference</b>
United States of America	15/977,269	SYSTEM AND METHOD FOR CAPTURING AND DISTRIBUTING A LIVE AUDIO STREAM OF A LIVE EVENT IN REAL-TIME	Pending	39130-2010
United States of America	16/027,508	SYSTEM AND METHOD FOR CAPTURING AND DISTRIBUTING LIVE AUDIO STREAMS OF A LIVE EVENT	Pending	39130-2013

**SCHEDULE “B”**

<b>Trademarks</b>				
<b>Country</b>	<b>Official No.</b>	<b>Title</b>	<b>Status</b>	<b>Torys Reference</b>
Canada	1,846,505	PROWIRE	Pending	39130-2005
Canada	1,846,502	PROWIRE Design	Pending	39130-2006
Canada	1,898,206	CrowdFlex	Pending	39130-2011
United Kingdom	UK00003205685	PROWIRE	Registered	39130-2002
United Kingdom	UK00003205687	PROWIRE Design	Registered	39130-2003
United Kingdom	UK00003292590	LIVE THE GAME	Registered	39130-2009
United Kingdom	UK00003352086	CrowdFlex	Pending	39130-2014
United States of America	5,578,256	PROWIRE	Registered	39130-2004
United States of America	5,578,255	PROWIRE Design	Registered	39130-2007
United States of America	87/834,111	LIVE THE GAME	Pending (Allowed)	39130-2008
United States of America	87/915,450	CrowdFlex	Pending (Advertised)	39130-2012

**SCHEDULE "C"**

<b>Domain Names</b>		
<b>Website Address</b>	<b>Registrar</b>	<b>Technical Contact and Email Address</b>
<u><a href="http://prowiresport.com">prowiresport.com</a></u>	Enom	Privacy Protected
<u><a href="http://prowiresport.net">prowiresport.net</a></u>	Enom	Privacy Protected
<u><a href="http://prowiresport.ca">prowiresport.ca</a></u>	Enom	Privacy Protected
<u><a href="http://prowire.live">prowire.live</a></u>	Enom	Privacy Protected