

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM327859

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
RG Ventures, LLC		12/31/2014	LIMITED LIABILITY COMPANY: MISSOURI
RECEIVING PARTY DATA			
Name:	FSL Group, LLC		
Street Address:	1675 S. State Street		
Internal Address:	Suite B		
City:	Dover		
State/Country:	DELAWARE		
Postal Code:	19901		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 9			
Property Type	Number	Word Mark	
Registration Number:	4120870	CDM SPORTS	
Registration Number:	4412939	FANTASY CUP	
Registration Number:	2347555	DIAMOND CHALLENGE	
Registration Number:	4559777	BASKETBALL CHALLENGE	
Registration Number:	4340714	FOOTBALL CHALLENGE	
Registration Number:	4229834	TOUR TRADE	
Serial Number:	85407334	DRAFT & PLAY	
Serial Number:	85401123	BUDGET FOOTBALL	
Serial Number:	85401101	BUDGET BASEBALL	
CORRESPONDENCE DATA			
Fax Number:	4809073003		
<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:	480-327-6652		
Email:	trademark@weissbrown.com		
Correspondent Name:	Garland A. Brown, Jr.		
Address Line 1:	6263 N. Scottsdale Road, STE 340		
Address Line 2:	c/o Weiss Brown, PLLC		

CH \$240.00 4120870

Address Line 4: Scottsdale, ARIZONA 85250

ATTORNEY DOCKET NUMBER: 1789.0002

NAME OF SUBMITTER: Garland A. Brown, Jr.

SIGNATURE: /Garland A. Brown, Jr./

DATE SIGNED: 01/02/2015

Total Attachments: 20

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INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

THIS INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT (this "Agreement"), is dated as of December 31, 2014 ("Execution Date"), and is effective as of December 31, 2014 at 11:59.59 p.m. ("Effective Date"), by and between **RG Ventures, LLC**, ("Assignor") and **FSL Group, LLC**, ("Assignee"). From time to time herein, Assignor and Assignee shall collectively be referred to as "parties," and individually, each as a "party."

RECITALS

WHEREAS, Assignor owns certain intellectual property, including but not limited to, common law trademarks, registered trademarks, copyrights, and domain names, among other things;

WHEREAS, specifically as it relates to domain names, Assignor desires to assign to Assignee, and Assignee desires to acquire all of Assignors' right, title, and interest in and to (i) the Internet domain names listed on Schedule 1, attached and incorporated into this Agreement and made a part of; (ii) any intellectual property rights in such domain names, including the goodwill of the associated business symbolized thereby; and (iii) any associated numerical internet protocol address(es) related thereto (collectively, and individually, the "Domain Names");

WHEREAS, specifically as it relates to trademarks, Assignor owns certain common law and registered trademarks, including but not limited to such trademarks which are specifically set forth on Schedule 2, attached and incorporated into this Agreement and made a part of; (collectively, the "Trademarks");

WHEREAS, specifically as it relates to copyrights, Assignor owns certain common law and registered copyrights, including but not limited to such copyrights which are specifically set forth on Schedule 3, attached and incorporated into this Agreement and made a part of; (collectively, the "Copyrights");

WHEREAS, specifically as it relates to trade secrets, Assignor owns certain trade secrets, including but not limited to such trade secrets (i), including but not limited to such as set forth on Schedule 4, attached and incorporated into this Agreement and made a part of; and (ii) information, including a formula, pattern, compilation, program, device, method, technique or process (collectively, the "Trade Secrets");

WHEREAS, the parties agree and understand, the Domain Names, the Trademarks, the Copyrights, and the Trade Secrets shall collectively and individually be referred to herein as "Intellectual Property;"

WHEREAS, the parties agree and understand, Schedule 1, Schedule 2, Schedule 3, and Schedule 4 shall collectively be referred to herein as "Schedules," and individually each as a "Schedule;"

WHEREAS, Assignor desires to assign and convey to Assignee, and Assignee desires to acquire from Assignor, all of Assignor's right, title, and interest in and to the Intellectual Property; and

WHEREAS, Assignor and Assignee agree and understand each shall enter into this Agreement to convey from Assignor to Assignee, all rights title, and interest in and to the Intellectual Property.

AGREEMENT

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

{WB150024v2 }

1. Trademark Assignment

1.1. Assignor does hereby sell, transfer, convey, assign, grant, set over and deliver to Assignee, all of Assignor's right, title, and interest in the Trademarks and Assignee hereby accepts, fully and entirely, such from Assignor.

1.2. Assignor hereby authorizes and requests the Commissioner of Patents and Trademarks of the United States and any official of any foreign country whose duty it is to issue trademarks on applications as described above, to issue all trademarks to Assignee, its successors and assigns, in accordance with the terms of this Agreement.

1.3. Assignor hereby further covenants and agrees that Assignor, will, without further consideration, communicate with Assignee, its successors and assigns, any facts known to Assignor respecting the Trademarks and testify in any legal proceeding, sign all lawful papers when called upon to do so, execute and deliver all papers that may be necessary or desirable to perfect the title to the Trademarks in Assignee, its successors and assigns, execute all documents required, and generally do everything possible to aid Assignee, its successors and assigns, to obtain and enforce proper trademark protection for the Trademarks in the United States and any foreign country, it being understood that any expense incident to the taking of such actions and the execution of such papers shall be borne by Assignee, its successors and assigns.

1.4. Assignor hereby represents, warrants, and covenants that Assignor has the full right and authority to convey the interest assigned by this Agreement, free and clear of any encumbrance, lien, or claim, and that Assignor has not licensed to any other individual or entity, expressly, impliedly, by operation of law, or otherwise, any goodwill or rights in or to the Trademarks.

1.5. Assignor hereby further transfers and assigns to Assignee all claims, causes of action, rights, and remedies arising under any of the Trademarks prior to or after the effective date of this Agreement, including but not limited to the right to recover for past infringements thereof.

2. Domain Name Assignment

2.1. Assignor does hereby sell, transfer, convey, assign, grant, set over and deliver to Assignee, all of Assignor's right, title, and interest in the Domain Names and Assignee hereby accepts, fully and entirely, such from Assignor.

2.2. Assignor hereby represents, warrants, and covenants that Assignor has the full right and authority to convey the interest assigned by this Agreement, free and clear of any encumbrance, lien, or claim, and that Assignor has not licensed to any other individual or entity, expressly, impliedly, by operation of law, or otherwise, any rights in or to the Domain Names, in whole or in part.

3. Copyright Assignment

3.1. Assignor does hereby sell, transfer, convey, assign, grant, set over and deliver to Assignee, all of Assignor's right, title, and interest in the Copyrights and Assignee hereby accepts, fully and entirely, such from Assignor.

3.2. Assignor hereby represents, warrants, and covenants that Assignor has the full right and authority to convey the interest assigned by this Agreement, free and clear of any encumbrance, lien, or claim, and that Assignor has not licensed to any other individual or entity, expressly, impliedly, by operation of law, or otherwise, any rights in or to the Copyrights, in whole or in part.

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4. Trade Secrets Assignment

4.1. Assignor does hereby sell, transfer, convey, assign, grant, set over and deliver to Assignee, all of Assignor's right, title, and interest in the Trade Secrets and Assignee hereby accepts, fully and entirely, such from Assignor.

4.2. Assignor hereby represents, warrants, and covenants that Assignor has the full right and authority to convey the interest assigned by this Agreement, free and clear of any encumbrance, lien, or claim, and that Assignor has not licensed to any other individual or entity, expressly, impliedly, by operation of law, or otherwise, any rights in or to the Trade Secrets, in whole or in part.

5. General Provisions

5.1. Subject to the terms and conditions of a definitive license agreement to be entered into by the parties, on even date ("License Agreement"), Assignee grants to Assignor a revocable, non-exclusive, non-transferable, and non-assignable license, for which Assignor shall pay Assignee a license fee (collectively, the "License"), to use the Intellectual Property.

5.2. This Agreement may be executed in multiple counterparts, each of which shall be deemed to be an original, and all of which together shall constitute one and the same instrument. This Agreement along with each Schedule, constitute the entire understanding and agreement of the parties hereto with respect to the subject matter hereof and supersede all prior and contemporaneous agreements or understandings, inducements or conditions, express or implied, written or oral, between and among the parties with respect hereto. This Agreement may not be supplemented, altered, or modified in any manner except by a writing signed by all parties hereto. The failure of any party to enforce any terms or provisions of this Agreement shall not waive any of its rights under such terms or provisions. This Agreement is binding upon and inures to the benefit of the parties hereto and their respective successors and assigns.

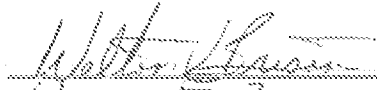
5.3. This Agreement shall be governed by and construed in accordance with Federal law, but if Federal law does not provide a rule of decision it shall be governed by and construed in accordance with the law of the State of Delaware (excluding any conflict of laws rule or principle under Delaware law that might refer the governance or the construction of this Agreement to the law of another jurisdiction).

[SIGNATURES ARE ON THE FOLLOWING PAGE]

IN WITNESS WHEREOF, each party has executed this Agreement by its duly authorized representative as of the Execution Date.

ASSIGNOR:

RG Ventures, LLC

By: 
Name: W. J. BROWN
Title: Manager

ASSIGNEE:

FSL Group, LLC

By: 
Name: J. BROWN
Title: Manager

SCHEDULE 1

Internet Domain Names








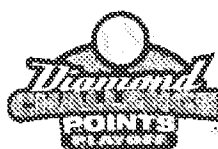
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SCHEDULE 2





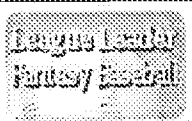

Trademarks



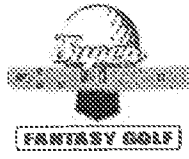






See Attached.

TRADEMARKS	JURISDICTION	STATUS	SERIAL NO	REG. NO.	CLASS/GOODS & SERVICES
			FILING DATE	REG. DATE	
CDM Sports (word)	US	Registered	85325844 5/20/2011	4120870 4/3/2012	IC 41 Entertainment services in the field of online fantasy sports games
CDM Sports (word)	Canada	Registered	1552739 11/18/2011	TMA862270 10/08/2013	IC 41 Entertainment services in the field of online fantasy sports games
Fantasy Cup (word)	US	Registered	85397777 8/15/2011	4412939 10/8/2013	IC 41 Entertainment services in the field of online fantasy sports games
Diamond Challenge (word)	US	Registered	75407178 12/17/1997	2347555 5/2/2000	IC 41 Entertainment services in the field of online fantasy sports games
Basketball Challenge (word)	US	Registered	86112120 11/6/2013	4559777 7/1/2014	IC 41 Entertainment services in the field of online fantasy sports games
Football Challenge (word)	US	Registered	85395830 8/11/2011	4340714 5/28/2013	IC 41 Entertainment services in the field of online fantasy sports games
Tour Trade (word)	US	Registered	85571897 3/16/2012	4229834 10/23/2012	IC 41 Entertainment services in the field of online fantasy sports games
Draft & Play (word)	US	Abandoned	85407334 8/25/2011	N/A	IC 41 Entertainment services in the field of online fantasy sports games
Budget Football (word)	US	Abandoned	85401123 8/18/2011	NA	IC 41 Entertainment services in the field of online fantasy sports games
Budget Baseball (word)	US	Abandoned	85401101 8/18/2011	N/A	IC 41 Entertainment services in the field of online fantasy sports games



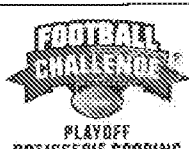



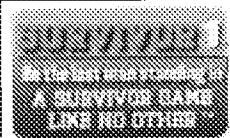
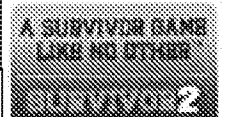
TRADEMARKS	Type	Description	JURISDICTION
 CDM SPORTS Legendary Fantasy Games For The Professional Sports Fan	Design	Company Logo	Common Law
	Design	Company Logo	Common Law
	Design	Baseball	Common Law
	Design	Baseball	Common Law
	Design	Baseball	Common Law
	Design	Baseball	Common Law
	Design	Baseball	Common Law
	Design	Baseball	Common Law

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	Design	Baseball	Common Law
Budget Baseball	Word	Baseball	Common Law
	Design	Baseball	Common Law
Draft & Play Baseball	Word	Baseball	Common Law
	Design	Baseball	Common Law
Homer King	Word	Baseball	Common Law
Diamond Challenge - October Classic	Word	Baseball	Common Law
	Design	Baseball	Common Law
League Leader Fantasy Baseball	Word	Baseball	Common Law
	Design	Baseball	Common Law
King of the Mound	Word	Baseball	Common Law
Super Challenge	Word	Baseball	Common Law
	Design	Baseball	Common Law

	Design	Baseball	Common Law
	Design	Football	Common Law
	Design	Golf	Common Law
	Design	Football	Common Law
	Design	Football	Common Law
	Design	Football	Common Law
	Design	Football	Common Law
	Design	Football	Common Law
	Design	Football	Common Law

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	Design	Football	Common Law
	Design	Football	Common Law
	Design	Football	Common Law
	Design	Football	Common Law
Budget Football	Word	Football	Common Law
	Design	Football	Common Law
	Design	Football	Common Law
Survivor	Word	Football	Common Law
	Design	Football	Common Law
	Design	Football	Common Law

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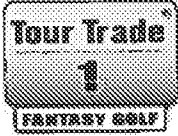
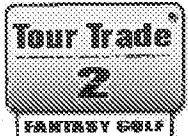
	Design	Football	Common Law
Touchdown Survivor	Word	Football	Common Law
	Design	Football	Common Law
Monday Night Survivor	Word	Football	Common Law
	Design	Football	Common Law
	Design	Football	Common Law
Sunday Night Survivor	Word	Football	Common Law
	Design	Football	Common Law
Division Collision	Word	Football	Common Law
Turkey Day Fantasy Pro Challenge	Word	Football	Common Law
	Design	Football	Common Law
Draft & Play Football	Word	Football	Common Law
	Design	Football	Common Law


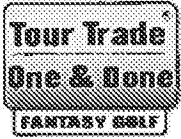




Prime Time College Football	Word	Football	Common Law
College Football Fantasy Challenge	Word	Football	Common Law
	Design	Football	Common Law
Four Quarters Football	Word	Football	Common Law
	Design	Basketball	Common Law
	Design	Basketball	Common Law
Budget Basketball	Word	Basketball	Common Law
	Design	Basketball	Common Law
	Design	Basketball	Common Law
Draft & Play Basketball	Word	Basketball	Common Law
	Design	Basketball	Common Law
Survivor Hoops	Word	Basketball	Common Law







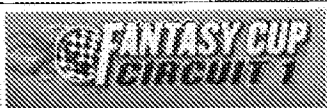

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	Design	Basketball	Common Law
College Hoops Bracket Challenge	Word	Basketball	Common Law
	Design	Basketball	Common Law
Holiday Hoops Fantasy Challenge	Word	Basketball	Common Law
Pro Hoops Playoff Bracket Challenge	Word	Basketball	Common Law
	Design	Basketball	Common Law
Hockey Challenge	Word	Hockey	Common Law
	Design	Hockey	Common Law
	Design	Hockey	Common Law
Hockey Pool	Word	Hockey	Common Law
	Design	Hockey	Common Law
	Design	Hockey	Common Law






{WB149108v3 }

Goal Master	Word	Hockey	Common Law
Draft & Play Hockey	Word	Hockey	Common Law
	Design	Hockey	Common Law
Majors Challenge	Word	Golf	Common Law
Make The Cut	Word	Golf	Common Law
	Design	Golf	Common Law
Draft & Play Golf	Word	Golf	Common Law
	Design	Baseball	Common Law
Weekend Scramble	Word	Golf	Common Law
	Design	Golf	Common Law
	Design	Golf	Common Law
	Design	Golf	Common Law

	Design	Golf	Common Law
Tour Trade One & Done	Word	Golf	Common Law
	Design	Golf	Common Law
	Design	Golf	Common Law
Tour Trade Miami Monster	Word	Golf	Common Law
	Design	Golf	Common Law
Tour Trade Majors Challenge	Word	Golf	Common Law
	Design	Golf	Common Law
Fantasy Cup Chase	Word	Racing	Common Law
	Design	Racing	Common Law
Fantasy Cup Eliminator	Word	Racing	Common Law

	Design	Racing	Common Law
	Design	Racing	Common Law
Fantasy Cup Edge	Word	Racing	Common Law
	Design	Racing	Common Law
	Design	Racing	Common Law
	Design	Racing	Common Law
Fantasy Cup Circuit	Word	Racing	Common Law
	Design	Racing	Common Law
	Design	Racing	Common Law
	Design	Racing	Common Law
Fantasy Cup Pick'Em	Word	Racing	Common Law

{WB149108v3 }

	Design	Racing	Common Law
	Design	Racing	Common Law
	Design	Racing	Common Law
Fantasy Cup - Daytona Crunch	Word	Racing	Common Law
	Design	Racing	Common Law
Fantasy Cup - Heat Up	Word	Racing	Common Law
	Design	Racing	Common Law

SCHEDULE 3

Copyrights

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SCHEDULE 4

Trade Secrets

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