

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM523975

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|---|--|-----------------------|--|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| SI Play LLC | | 12/20/2017 | Limited Liability Company: DELAWARE |
| League Sports Services, LLC | | 12/20/2017 | Limited Liability Company: NEW YORK |
| Time Inc. Play | | 12/20/2017 | Corporation: DELAWARE |
| RECEIVING PARTY DATA | | | |
| Name: | SportsEngine, LLC | | |
| Street Address: | 100 Universal City Plaza | | |
| City: | Universal City | | |
| State/Country: | CALIFORNIA | | |
| Postal Code: | 91608 | | |
| Entity Type: | Limited Liability Company: DELAWARE | | |
| PROPERTY NUMBERS Total: 1 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 3536640 | ISCORES | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | | | |
| <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: | 818-777-1636 | | |
| Email: | chris.perkins@nbcuni.com | | |
| Correspondent Name: | Timothy D. Hance | | |
| Address Line 1: | 100 Universal City Plaza | | |
| Address Line 2: | Bldg. 1280; Fl. 6 | | |
| Address Line 4: | Universal City, CALIFORNIA 91608 | | |
| NAME OF SUBMITTER: | Timothy D. Hance | | |
| SIGNATURE: | /Timothy D Hance/ | | |
| DATE SIGNED: | 05/16/2019 | | |
| Total Attachments: 5 | | | |
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TRADEMARK ASSIGNMENT AGREEMENT

THIS TRADEMARK ASSIGNMENT AGREEMENT (this "Assignment"), effective as of December 20, 2017 (the "Effective Date"), is between SportsEngine LLC (hereinafter referred to as "Assignee") and SI Play LLC, Time Inc., and League Sports Services LLC (hereinafter referred to collectively as "Assignor").

WHEREAS, Assignor and Assignee are subject to that certain Agreement, dated as of December 20, 2017 (as amended, restated or otherwise modified, the "Transfer Agreement");

WHEREAS, pursuant to the Transfer Agreement, Assignor agreed to sell, convey, transfer, assign and deliver to Assignee, and Assignee agreed to accept, all of Assignor's right, title and interest in, to and under the trademarks registered with the USPTO by Assignor and set forth on Appendix A hereto (the "Assigned Trademarks"); and

WHEREAS, in connection with the transactions contemplated by the Transfer Agreement, Assignee desires to acquire the Assigned Trademarks, and Assignor desires to assign the Assigned Trademarks to Assignee.

NOW, THEREFORE, for good and valuable consideration, the sufficiency and receipt of which are hereby acknowledged, and intending to be legally bound hereby, each party hereto hereby agrees as follows:

1. Assignor hereby unconditionally and irrevocably sells, conveys, transfers, assigns and delivers to Assignee all its right, title and interest in, to and under the Assigned Trademarks, together with all intellectual property, trademarks, and goodwill associated therewith, including, without limitation, all rights in and to (a) all rights of any kind whatsoever of Assignor accruing under the Assigned Trademarks provided by the applicable law of any jurisdiction, by international treaties and conventions and otherwise throughout the world, (b) all income, royalties, damages, payments and other proceeds now or hereafter due or payable with respect thereto, (c) any and all claims and causes of action, whether accruing before, on and/or after the date hereof, including all rights to and claims for damages, restitution and injunctive and other legal and equitable relief for past, present and future infringement, dilution, misappropriation, violation, misuse, breach or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages, with respect to any of the foregoing.
2. This Assignment is binding upon, and inures to the benefit of, the parties hereto and their respective legal representatives, successors and assigns.
3. Assignor hereby authorizes and requests the U.S. Commissioner of Patents and Trademarks and/or the applicable foreign authorities to record the assignments evidenced by this Assignment. Assignor shall take such steps and actions following the date hereof, including the execution of any documents, files, registrations, or other similar items, to

ensure that the Assigned Trademarks is properly assigned to Assignee, or any assignee or successor thereto.

4. Upon reasonable request by Assignee, Assignor shall execute additional documents and take other actions as may be necessary or desirable to record or memorialize the assignments of the Assigned Trademarks set forth herein, and to vest in Assignee such right, title, and interest in, to and under the Assigned Trademarks as sold, conveyed, transferred, assigned and delivered to Assignee hereunder; provided, that Assignee shall bear any fees in connection with or otherwise relating to the filing of this Assignment with the U.S. Patent and Trademark Office.
5. Nothing contained in this Agreement supersedes, alters or modifies any of the obligations, agreements, covenants or warranties of Assignor or Assignee under the Transfer Agreement, which is hereby incorporated by reference. In the event of any conflict between the terms of this Assignment and the Transfer Agreement, the terms of the Transfer Agreement shall control.
6. This Assignment shall be governed by and construed in accordance with the law of the State of Delaware (and United States law, to the extent applicable), without regard to the conflicts of law rules of each state.
7. No waiver, modification or change of any of the provisions of this Assignment shall be valid unless in writing and signed by the party against whom such claimed waiver, modification or change is sought to be enforced.
8. This Assignment may be executed in any number of counterparts each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

IN WITNESS WHEREOF, this Agreement has been executed as of the day and year first above written.

[signature page to follow]

IN WITNESS WHEREOF, this Agreement has been executed as of the day and year first above written.

SI Play LLC

By: Susana D'Emic
Name: Susana D'Emic
Title: Vice President & Treasurer

Time Inc. Play

By: Susana D'Emic
Name: Susana D'Emic
Title: Vice President & Treasurer

League Sports Services LLC

By: Susana D'Emic
Name: Susana D'Emic
Title: Vice President & Treasurer

SportsEngine LLC

By: _____
Name:
Title:

IN WITNESS WHEREOF, this Agreement has been executed as of the day and year first above written.

SI Play LLC

BY: _____
TITLE:

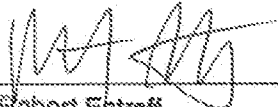
Time Inc. Play

BY: _____
TITLE:

League Sports Services, LLC

BY: _____
TITLE:

SportsEngine, LLC

BY:  _____
TITLE: Robert Estroff
Executive Vice President
Global Corporate Development
and Strategy

Appendix A

| | | | | | | |
|----------------------------|---------------|-----------------------------|--------------------|----------|-----------|-----------|
| iScores | United States | TI Play Inc. | Class 9 | 77445895 | 3,536,640 | 25-Nov-08 |
| SPORTSSIGNUP | United States | League Sports Services, LLC | Classes 35, 36, 45 | 77968378 | 3,964,344 | 4-May-11 |
| SPORTSSIGNUP (Design) | United States | League Sports Services, LLC | Classes 35, 36, 45 | 85018553 | 4,075,923 | 27-Dec-11 |
| KIDSAFEPLUS | United States | League Sports Services, LLC | Class 45 | 85164933 | 3,977,491 | 14-Jun-11 |
| MYSPO RTSSTORE | United States | League Sports Services, LLC | Class 42 | 85184492 | 3,978,224 | 14-Jun-11 |
| MYSPO RTSSTORE (Design) | United States | League Sports Services, LLC | Class 42 | 85184527 | 3,978,225 | 14-Jun-11 |
| EASYMERCHANT | United States | League Sports Services, LLC | Class 36 | 85200237 | 3,978,291 | 14-Jun-11 |
| EASY FOR YOU.EASY FOR ALL. | United States | League Sports Services, LLC | Classes 35, 36, 45 | 85884981 | 4,493,804 | 11-Mar-14 |
| TEAMWALL | United States | League Sports Services, LLC | Classes 38, 42 | 86499628 | 4,811,607 | 15-Sep-15 |