

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM816015

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
IMG Academy, LLC		04/21/2023	Limited Liability Company: FLORIDA
RECEIVING PARTY DATA			
Name:	IMG Worldwide, LLC		
Street Address:	200 Fifth Avenue, 7th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10010		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	5888524	IMG ACADEMY	
Registration Number:	5888530	IMG ACADEMY	
Registration Number:	5888830		
Serial Number:	97651218		
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:	2128087800		
Email:	Trademarks@Kelleydrye.com		
Correspondent Name:	Patricia L. Werner		
Address Line 1:	3 WTC, 175 Greenwich Street		
Address Line 2:	Kelley Drye & Warren LLP		
Address Line 4:	New York, NEW YORK 10007		
NAME OF SUBMITTER:	Patricia L. Werner		
SIGNATURE:	/patricialwerner/		
DATE SIGNED:	06/08/2023		
Total Attachments: 8			
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TRADEMARK ASSIGNMENT

TRADEMARK ASSIGNMENT, dated as of April __, 2023 (this "Assignment"), by and between IMG Academy, LLC, a Florida limited liability company ("Assignor"), and IMG Worldwide, LLC, a Delaware limited liability company ("Assignee").

WITNESSETH:

A. Assignor is a controlled, indirect subsidiary of Assignee.

B. The parties wish to execute this Assignment for purposes of transferring the trademarks and filing this Assignment with the United States Patent and Trademark Office and all applicable foreign intellectual property offices, as may be necessary to effectuate the assignment and transfer of the trademarks to the Assignee.

NOW, THEREFORE, in consideration of the mutual promises made herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and upon the terms and subject to the conditions set forth herein, the parties hereto hereby agree as follows:

1. Assignor hereby assigns, transfers and delivers to Assignee (a) all of its rights, title and interest in and to all trademarks, service marks and trade names (whether registered or unregistered) owned by Assignor as of the date hereof that incorporate or contain "IMG" or the IMG marks, including, without limitation, the trademarks listed on Schedule I (the "Marks"), (b) the goodwill of the business symbolized by and associated with the Marks, (c) all applications and registrations thereof throughout the world, and (d) the right to sue and recover for, and the right to the profits or damages due or accrued arising out of or in connection with, any and all past, present or future infringement, passing off or dilution of, or damage or injury to the Marks.
2. Assignor hereby acknowledges and agrees that from and after the date hereof, Assignee shall be the exclusive owner of all of the Marks.
3. Assignor shall take such actions and execute and deliver to Assignee such further deeds, bills of sale, assignments or other transfer documents as Assignee may reasonably request to effectively assign, transfer and convey, and to evidence such assignment, transfer and conveyance of, the Marks to Assignee, in each case, at the sole cost and expense of Assignor.
4. Assignor hereby authorizes and requests the appropriate empowered officials at the United States Patent and Trademark Office and equivalent offices in foreign jurisdictions to record Assignee as the owner of all registrations and pending applications for the Marks to Assignee and to issue any and all Marks to Assignee as owner of the entire right, title and interest therein or otherwise as Assignee may direct, in accordance with this instrument of assignment.
5. The parties agree that (i) the assignment and transfer of the Marks from Assignor to Assignee shall be treated for applicable tax purposes as a distribution of the Marks from Assignor to its sole owner IMG Academy Parent, LLC, followed by a distribution of the

Marks from IMG Academy Parent, LLC to Assignee and (ii) notwithstanding the foregoing, from and after the date hereof, IMG Academy Parent, LLC shall retain (and shall not distribute) certain license rights to use, reproduce, display, and otherwise exploit the Marks in a manner consistent with the license rights set forth in that certain trademark license agreement shared between IMG Academy Parent, LLC and Assignee (and, for the avoidance of doubt, upon the effectiveness of any license agreement by such parties such license agreement shall solely control and govern the rights of the parties thereto with respect to the Marks).

6. This Assignment shall be construed in accordance with, and governed by, the laws of the State of Delaware, without giving effect to any choice of law or conflict of law rules or provisions (whether of the State of Delaware or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of Delaware. Each party hereto consents to personal jurisdiction and proper venue in any state or federal court having jurisdiction in the State of Delaware and waives and relinquishes all right to attack the suitability or convenience of such venue or forum by reason of their present or future domiciles, or by any other reason.
7. This Assignment may be executed in one or more counterparts, each of which shall be deemed an original but all of which together will constitute one and the same instrument. This Assignment or any counterpart may be executed and delivered by facsimile copies or delivered by electronic communications, including by portable document format (.pdf), each of which shall be deemed an original

IN WITNESS WHEREOF, the parties hereto have caused this Assignment to be duly executed as of the day and year first above written.

ASSIGNOR:

IMG Academy, LLC

By: Robert Hilton
Name: Robert Hilton
Title: Authorized Signatory

ASSIGNEE:

IMG Worldwide, LLC

By: Jonathan Seiden
Name: Jonathan Seiden
Title: Senior Vice President, Authorized Signatory

Schedule I

Trademarks

Trademark	Owner Name	Country	Application No.	Filing Date	Registration No.	Registration Date	Status	Next Renewal	Classes
IMG ACADEMY & Logo (Vertical Logo)	IMG Academy, LLC	United States of America	88/111070	10-Sep-2018	5888524	22-Oct-2019	Registered	22-Oct-2029	41 Int,
IMG ACADEMY & Logo (Horizontal Logo)	IMG Academy, LLC	United States of America	88/111284	10-Sep-2018	5888530	22-Oct-2019	Registered	22-Oct-2029	41 Int,
ASCENDERS (Stylized and/or Design)	IMG Academy, LLC	United States of America	88/205,974	26-Nov-2018	5,888,830	22-Oct-2019	Registered	22-Oct-2019	41 Int.
ASCENDERS LOGO	IMG Academy, LLC	United States of America	97/651,218	27-Oct-2022			Pending		35 Int., 41 Int.
IMG ACADEMY & Logo (Vertical Logo)	IMG Academy, LLC	Brazil	916582566	17-Jan-2019	916582566	24-Sep-2020	Registered	24-Sep-2030	41 Int,
IMG ACADEMY & Logo (Horizontal Logo)	IMG Academy, LLC	Brazil	916582523	17-Jan-2019	916582523	24-Sep-2020	Registered	24-Sep-2030	41 Int,
IMG ACADEMY	IMG Academy, LLC	Brazil	916582590	17-Jan-2019	916582590	24-Sep-2020	Registered	24-Sep-2030	41 Int,
IMG ACADEMY & Logo (Vertical Logo)	IMG Academy, LLC	European Union	17992206	27-Nov-2018	17992206	18-May-2019	Registered	18-May-2029	41 Int,

IMG ACADEMY & Logo (Horizontal Logo)	IMG Academy, LLC	European Union	17992203	27-Nov-2018	17992203	18-May-2019	Registered	18-May-2029	41 Int,
IMG ACADEMY	IMG Academy, LLC	European Union	17993375	28-Nov-2018	17993375	18-May-2019	Registered	18-May-2029	41 Int,
IMG ACADEMY & Logo (Vertical Logo)	IMG Academy, LLC	Japan	2018-146468	28-Nov-2018	6203072	29-Nov-2019	Registered	29-Nov-2029	41 Int,
IMG ACADEMY & Logo (Horizontal Logo)	IMG Academy, LLC	Japan	2018-146467	28-Nov-2018	6203071	29-Nov-2019	Registered	29-Nov-2029	41 Int,
IMG ACADEMY	IMG Academy, LLC	Japan	2018-146466	28-Nov-2018	6203070	29-Nov-2019	Registered	29-Nov-2029	41 Int,
IMG ACADEMY & Logo (Vertical Logo)	IMG Academy, LLC	Mexico	2136958	29-Nov-2018			Pending		41 Int,
IMG ACADEMY & Logo (Horizontal Logo)	IMG Academy, LLC	Mexico	2136953	29-Nov-2018			Pending		41 Int,
IMG ACADEMY	IMG Academy, LLC	Mexico	2136963	29-Nov-2018			Pending		41 Int,
IMG ACADEMY & Logo (Vertical Logo)	IMG Academy, LLC	China	33551327	17-Sep-2018	33551327	28-Jan-2021	Registered	28-Jan-2031	41 Int,
IMG ACADEMY & Logo (Horizontal Logo)	IMG Academy, LLC	China	33551326	17-Sep-2018	33551326	28-Jan-2021	Registered	28-Jan-2031	41 Int,

IMG ACADEMY & Logo (Horizontal Logo)	IMG Academy, LLC	China	44012143	07-Feb- 2020	44012143	21-Aug- 2022	Registered	21-Aug- 2032	41 Int,
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


TM Assignment FE 4-21

Final Audit Report

2023-04-21

Created:	2023-04-21
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"TM Assignment FE 4-21" History

-  Document created by EndeavorLicensing Legal (licensinglegal@img.com)
2023-04-21 - 15:40:58 GMT- IP address: 96.248.67.159
-  Document emailed to Robert Hilton (rhilton@endeavorco.com) for signature
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-  Email viewed by Robert Hilton (rhilton@endeavorco.com)
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-  Document e-signed by Robert Hilton (rhilton@endeavorco.com)
Signature Date: 2023-04-21 - 15:47:41 GMT - Time Source: server- IP address: 143.223.178.250
-  Document emailed to jonathan.seiden@img.com for signature
2023-04-21 - 15:47:42 GMT
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-  Signer jonathan.seiden@img.com entered name at signing as Jonathan Seiden
2023-04-21 - 15:48:29 GMT- IP address: 96.248.67.159
-  Document e-signed by Jonathan Seiden (jonathan.seiden@img.com)
Signature Date: 2023-04-21 - 15:48:31 GMT - Time Source: server- IP address: 96.248.67.159
-  Agreement completed.
2023-04-21 - 15:48:31 GMT

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RECORDED: 06/08/2023

TRADEMARK
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