# TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 ETAS ID: TM544909

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
Rainbow Play Systems, Inc.		10/02/2019	Corporation: MINNESOTA

### **RECEIVING PARTY DATA**

Name:	Homesports, LLC	
Doing Business As:	Doman Home Sports	
Street Address:	405 North 880 West, Suite A	
City:	Lindon	
State/Country:	UTAH	
Postal Code:	84042	
Entity Type:	Limited Liability Company: UTAH	

### **PROPERTY NUMBERS Total: 1**

Property Type	Number	Word Mark
Registration Number:	3114917	DOMINATOR

### CORRESPONDENCE DATA

Fax Number: 8015660750

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: 801-566-6633 Email: valentine@tnw.com Correspondent Name: David W. Osborne

Address Line 1: 8180 South 700 East, Suite 350 Address Line 2: Thorpe North & Western, LLP

Address Line 4: Sandy, UTAH 84070

ATTORNEY DOCKET NUMBER:	02084-22556.TM
NAME OF SUBMITTER:	David W. Osborne
SIGNATURE:	/David W. Osborne/
DATE SIGNED:	10/11/2019

### **Total Attachments: 2**

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> **TRADEMARK** REEL: 006770 FRAME: 0311

## QUITCLAIM ASSIGNMENT AGREEMENT

This Agreement is made on this \_\_\_\_\_ day of October, 2019, between Rainbow Play systems, Inc. ("Assignor") and Homesports, LLC dba Doman Home Sports ("Assignee").

#### RECITALS

- A. Assignor is listed as the owner of U.S. Trademark Reg. No. 3,114,917 for the mark DOMINATOR ("Registered Mark");
- B. Assignor is desirous of transferring any and all right, title and interest in and to the Registered Mark pursuant to a prior written agreement between the Parties.

In consideration of the covenants and obligations hereinafter set forth, and the mutual benefits to be derived hereunder, the parties agree as follows:

- 1. <u>ASSIGNMENT</u>: Assignor hereby foreover unconditionally assigns, transfers, grants, conveys, sells and relinquishes by quitclaim to Assignee, and Assignee hereby accepts, all of Assignor's right, title, and interest, throughout the world, effective as of the execution of the prior written agreement between the parties, in and to:
- (a) The Registered Mark, including, but not limited to, all trademark rights, trade name rights, trade dress, common law rights, other rights therein;
  - (b) The goodwill of the business symoblized by the foregoing;
- (c) The rights, inter alia, in the name of the Assignor and its predecessors in interest, to sue, maintain suits, take any and all actions, and recover, for any past, present or future infringements with respect to the foregoing;
- (d) Any and all other powers, privileges and rights with respect to the foregoing (all of the foregoing are hereinunder collectively referred to as the "Assigned Rights").

#### 2. DELIVERY.

- (a) Assignor shall deliver and otherwise surrender possession of all documents, items and materials relating to ownership of the Assigned Rights to Assignee immediately upon execution of this Agreement
- (b) Assignor shall sign and deliver all other documents, items and materials to, and cooperate with and undertake and perform all tasks reasonably requested by Assignee to make the assignment and other provisions of this Agreement effective and to allow Assignee to record, register, assign or otherwise perfect or improve Assignee's rights in the Assigned Rights.

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- 3. <u>ACKNOWLEDGEMENTS</u>. Assignor and Assignee acknowledge as follows:
- (a) Assignee is not presently aware of any threatened or pending litigation against Assignor which affect or relate to the Registered Mark, or the Assigned Rights transferred by this Agreement;
- (b) Assignor has full authority capacity, ability and rights to enter into this Agreement and perform in accordance with it, with the person signing below as Assignor being duly authorized to do so:
- (c) This assignment shall be binding upon and inure to the eneift of Assignor and Assignee and their respective successors and assigns.

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Rainbow Play Systems, Inc.

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Title: (EO/ Owner

ASSIGNOR:

Homesports, LLC dba Doman Home Sports

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