

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM661275

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL

## CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
EAS Enterprises, LLC		07/12/2021	Limited Liability Company: CALIFORNIA

## RECEIVING PARTY DATA

<b>Name:</b>	Twin River Management Group, Inc.
<b>Street Address:</b>	100 Westminster Street
<b>City:</b>	Providence
<b>State/Country:</b>	RHODE ISLAND
<b>Postal Code:</b>	02903
<b>Entity Type:</b>	Corporation: DELAWARE

## PROPERTY NUMBERS Total: 9

Property Type	Number	Word Mark
Registration Number:	2758227	AVP
Registration Number:	2760999	AVP
Registration Number:	2755382	AVP
Registration Number:	5018282	AVPNEXT
Registration Number:	5418778	AVPFIRST
Registration Number:	5676425	AVP FIRST
Registration Number:	4640272	VOLLEY AMERICA
Registration Number:	4644284	VOLLEY AMERICA
Registration Number:	4644285	VOLLEY AMERICA JUNIORS

## CORRESPONDENCE DATA

Fax Number:

*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: 212-660-3052  
 Email: trademark@sullivanlaw.com  
 Correspondent Name: Michael S. Palmisciano  
 Address Line 1: 1633 Broadway  
 Address Line 2: Sullivan & Worcester LLP  
 Address Line 4: New York, NEW YORK 10019

CH \$240.00 2758227

<b>NAME OF SUBMITTER:</b>	Michael S. Palmisciano
<b>SIGNATURE:</b>	/Michael S. Palmisciano/
<b>DATE SIGNED:</b>	07/20/2021
<b>Total Attachments: 5</b> source=Project Volley - Trademark Assignment Agreement#page1.tif source=Project Volley - Trademark Assignment Agreement#page2.tif source=Project Volley - Trademark Assignment Agreement#page3.tif source=Project Volley - Trademark Assignment Agreement#page4.tif source=Project Volley - Trademark Assignment Agreement#page5.tif	

## TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT (this "Assignment") is made and entered into this as of July 12, 2021, by and between EAS Enterprises, LLC, a California limited liability company ("Assignor") and Twin River Management Group, Inc., a Delaware corporation ("Assignee"). Capitalized terms used but not defined herein will have the meanings ascribed to such terms in the Purchase Agreement (defined below).

WHEREAS, Assignor is the owner of the Acquired Trademarks, including the Trademarks set forth on Schedule A hereto;

WHEREAS, Assignor and Assignee, have entered into that certain Purchase Agreement, dated as of the date hereof, by and between Seller, Buyer and the other parties thereto (the "Purchase Agreement"), which provides for, among other things, the sale and assignment by Assignor to Assignee of certain Assets, including the Acquired Trademarks;

WHEREAS, the Purchase Agreement requires the delivery of this Assignment at the Closing.

NOW, THEREFORE, in consideration of the premises and the mutual covenants and agreements hereinafter contained and contained in the Purchase Agreement and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound, hereby agree as follows:

1. Effective upon the Closing, Assignor hereby sells, transfers, assigns, conveys and delivers to Assignee, and Assignee hereby purchases, acquires and accepts, all of Assignor's right, title and interest in, to and under the Acquired Trademarks and any and all goodwill of any business symbolized by the Acquired Trademarks, including all rights therein provided by international conventions and treaties and the right to sue for past, present and future infringement, conflict, dilution or violation thereof.

2. Assignor hereby covenants and agrees to, and with Assignee and its successors and assigns, to do, execute, acknowledge and deliver to, or to cause to be done, executed, acknowledged and delivered to, Assignee and its successors and assigns, all such further acts, deeds, assignments, oaths, declarations, transfers, conveyances, powers of attorney, assurances, and other documents that may be reasonably requested by Assignee to effect the purposes of this Assignment and for the better selling, assigning, transferring, conveying, delivering, assuring and confirming to Assignee and its successors or assigns, any or all of the Acquired Trademarks.


3. This Assignment is being executed solely to give effect to the transactions contemplated by the Purchase Agreement. Nothing in this Assignment, express or implied, is intended to or will be construed to modify, expand or limit in any way the terms of the Purchase Agreement, including the representations and warranties contained therein. To the extent that any provision of this Assignment conflicts or is inconsistent with the terms of the Purchase Agreement, the Purchase Agreement will govern.

4. This Assignment may be executed in two or more counterparts, each of which will be deemed to be an original copy of this Assignment and all of which, when taken together, will be deemed to constitute one and the same agreement. Facsimiles and any other electronic copies of signatures shall be deemed to be originals.

5. This Assignment, and all claims and causes of action (whether in contract or in tort) that may be based upon, arise out of or relate to this Assignment, shall be governed by and construed in accordance with the laws of the State of Delaware applicable to contracts made and performed in such State without giving effect to the choice of law principles of such State or any other jurisdiction that would require or permit the application of the substantive laws of any jurisdiction other than Delaware.

**IN WITNESS WHEREOF**, the parties hereto have caused this TRADEMARK ASSIGNMENT to be executed by their respective duly authorized officers on the date first written above.

**EAS ENTERPRISES, LLC**

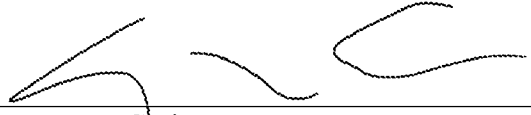
By:   
Name: Donald Sun  
Title: CEO

[SIGNATURE PAGE TO TRADEMARK ASSIGNMENT]

**TRADEMARK**  
**REEL: 007360 FRAME: 0083**

**TWIN RIVER MANAGEMENT GROUP, INC.**

By:








Name: Craig Eaton

Title: Executive Vice President, General  
Counsel and Secretary

[SIGNATURE PAGE TO TRADEMARK ASSIGNMENT]

## Schedule A

### Trademarks

Mark	Jurisdiction	Serial No. (Filing Date)	Reg. No. (Reg. Date)
	United States	76/392,977 04/08/2002	2,758,227 09/02/2003
	Europe	002880813 10/08/2002	002880813 05/18/2004
	United Kingdom	UK00902880813 10/08/2002	UK00902880813 05/18/2004
	United States	76/392,999 04/08/2002	2,760,999 09/09/2003
AVP	United States	76/393,030 04/08/2002	2,755,382 08/26/2003
AVP	China	14005214 02/08/2014	14005214 04/21/2014
AVPNEXT	United States	86/152,597 12/26/2013	5,018,282 08/09/2016
AVPFIRST	United States	86/909,779 02/16/2016	5,418,778 03/06/2018
AVP FIRST	United States	87/725,146 12/18/2017	5,676,425 02/12/2019
VOLLEY AMERICA	United States	86/228,358 03/21/2014	4,640,272 11/18/2014
	United States	86/228,391 03/21/2014	4,644,284 11/25/2014
	United States	86/228,410 03/21/2014	4,644,285 11/25/2014
AVP AMERICA	United States	88/092,010 08/24/2018	