

TRADEMARK ASSIGNMENT

This Trademark Assignment (“Assignment”) is made and entered into effective as of May 6, 2019 (the “Effective Date”) by and between Katbo, LLC, a South Carolina limited liability company (“Assignor”) and Clemson University, a South Carolina body politic and corporate with its principal place of business at 201 Sikes Hall, Clemson, South Carolina 29634-5321 (“Assignee”).

WHEREAS, Assignor has determined it is in the best interests of Assignor for the commercialization and merchandising associated with the trademark applications identified in Exhibit A (the “Trademarks”) to be managed, marketed, and operated by Assignee; and

WHEREAS, in connection with the operation of such business, it is in the best interests of Assignor to convey and assign the Trademarks, the goodwill associated therewith, and the business represented thereby, to Assignee in accordance with the terms and conditions set forth below;

NOW, THEREFORE, Assignor and Assignee, intending to be legally bound, agree as follows:

1. Assignment. For One Dollar and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor does hereby sell, convey, transfer, assign, and deliver unto Assignee, for the benefit of Assignee, its successors and assigns, the entire right, title and interest of Assignor in, to, and under the Trademarks and all goodwill associated therewith and all rights to register, maintain, renew, and enforce the Trademarks. Assignor acknowledges that Assignee has the right to commercialize, register, maintain, renew, and enforce the Trademarks, but is under no obligation to do so.

2. No Warranty. Assignor has the right and authority to make the assignment herein. OTHERWISE, ASSIGNOR ASSIGNS THE TRADEMARKS ON AN AS-IS BASIS AND EXPRESSLY DISCLAIMS ALL WARRANTIES WHETHER EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT.

3. Entire Agreement. This Assignment constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements, understanding and negotiations, both oral and written, between the parties with respect to the subject matter of this Assignment. This Assignment may not be modified except in writing and signed by both parties.

4. Binding Effect. This Assignment is binding upon and will inure to the benefit of the parties hereto and their respective heirs, successors and assigns.

5. Governing Law. This Assignment shall be construed and interpreted according to the laws of the State of South Carolina, without reference to its conflicts of law provisions.

6. Counterparts. This Assignment may be executed in multiple counterparts, each of which when so executed shall be deemed to be an original, and all such counterparts shall, together, constitute one instrument. Signatures to this Assignment may be exchanged by

facsimile, portable document format or other similar electronic format, and all signatures exchanged in such manner shall constitute and be deemed original signatures.

IN WITNESS WHEREOF, the parties hereto have executed this Assignment as of the Effective Date.

KATBO, LLC

By: William C. Swinney

Printed Name: William C. Swinney

Title: President

CLEMSON UNIVERSITY

By: Jan Radakovich

Printed Name: JAN RADAKOVICH

Title: DIRECTOR OF ATHLETICS

**EXHIBIT A
TRADEMARKS**

Serial No	Mark
86/869,366	BYOG
86/869,383	BYOG
86/783,690	BYOG
86/869,410	BYOG
86/783,639	BYOG
86/869,617	BYOG
86/869,621	BYOG
86/869,659	BYOG
86/783,651	BYOG
86/869,704	BYOG
86/869,714	BRING YOUR OWN GUTS
86/869,720	BRING YOUR OWN GUTS
86/783,706	BRING YOUR OWN GUTS
86/869,728	BRING YOUR OWN GUTS
86/783,735	BRING YOUR OWN GUTS
86/869,749	BRING YOUR OWN GUTS
86/869,754	BRING YOUR OWN GUTS
86/869,758	BRING YOUR OWN GUTS
86/783,743	BRING YOUR OWN GUTS
86/869,760	BRING YOUR OWN GUTS