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RE  
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01-30-2001



101598769

Docket No.:

32069-01400

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

**Semaphore Entertainment Group**  
**32 East 57th Street**  
**New York, NY 10022**

- ☐ Individual(s) ☐ Association  
☒ General Partnership ☐ Limited Partnership  
☐ Corporation-State  
☐ Other

Additional names(s) of conveying party(ies) ☐ Yes ☒ No

3. Nature of conveyance:

- ☒ Assignment ☐ Merger  
☐ Security Agreement ☐ Change of Name  
☐ Other

Execution Date: **January 10, 2001**

2. Name and address of receiving party(ies):

Name: **Zuffa, LLC**

Internal Address:

Street Address: **2960 West Sahara Ave., Suite 200**

City: **Las Vegas** State: **NV** ZIP: **89102**

- ☐ Individual(s) citizenship  
☐ Association  
☐ General Partnership  
☐ Limited Partnership  
☐ Corporation-State  
☒ Other **Limited Liability Company**

If assignee is not domiciled in the United States, a domestic designation is ☐ Yes ☐ N  
(Designations must be a separate document from  
Additional name(s) & address(es) ☐ Yes ☐ N

4. Application number(s) or registration numbers(s):

A. Trademark Application No.(s)

**74/802,450**  
**75/975,946**

Additional numbers

B. Trademark Registration No.(s)

**1,939,276** **1,939,277** **2,170,463**  
**2,098,577** **1,948,026**

☐ Yes ☒ No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: **W. Jackson Matney, Jr.**

Internal Address: **Milbank, Tweed, Hadley & McCloy LLP**

**1825 Eye Street, N.W., Suite 1100**

**Washington, DC 20006**

Street Address: **International Square Building**

**1825 Eye Street, N.W., Suite 1100**

City: **Washington** State: **DC** ZIP: **20006**

6. Total number of applications and registrations involved:.....

7

7. Total fee (37 CFR 3.41):.....\$ **\$280.00**

- ☒ Enclosed  
☐ Authorized to be charged to deposit account

8. Deposit account number:

**13-3250**

**280E**

01/29/2001 AAHMED1 00000335 74802450

DO NOT USE THIS SPACE

01 FC:481 40.00 DP  
02 FC:482 150.00 DP

9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

**W. Jackson Matney, Jr.**

Name of Person Signing

*W. Jackson Matney, Jr.*

Signature

Total: \$0.00  
Refund: \$0.00  
Date: 1-18-2001

Total number of pages including cover sheet, attachments, and

TRADEMARK

REEL: 002223 FRAME: 0840

## **TRADEMARK AND COPYRIGHT ASSIGNMENT**

WHEREAS, SEMAPHORE ENTERTAINMENT GROUP, a New York general partnership (hereinafter "Assignor"), is the owner of the United States and foreign service mark and trademark applications and registrations (collectively the "Trademark Applications and Registrations") and copyright registrations ("Copyright Registrations") listed on Schedule A and Schedule B, respectively, attached hereto and incorporated herein by reference;

WHEREAS, Zuffa, LLC, a Nevada limited liability company (hereinafter "Assignee"), wishes to acquire the entire right, title and interest in such Trademark Applications and Registrations and Copyright Registrations and the goodwill of the business symbolized thereby;

WHEREAS, Assignee is the successor-in-interest to that portion of the business of Assignor to which the Trademark Applications and Registrations and Copyright Registrations pertain, and such business is existing and ongoing;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by Assignor, Assignor hereby sells, assigns and transfers unto Assignee, its successors and assigns, the entire right, title and interest, in the Trademark Applications and Registrations and Copyright Registrations together with the goodwill of the business associated therewith, effective as of the date hereof.

Assignor does hereby further sell, assign and transfer to Assignee any and all causes of action, claims, demands, or other rights occasioned from or because of any and all past infringements of said Trademark Applications and Registrations and Copyright Registrations, together with the right in Assignee, its successors, assigns, or other legal representatives, to sue and recover therefore, including the right to bring suit in its own name, and to receive, retain, hold and enjoy for its own use and behalf, and for the use and behalf of its successors, assigns or other legal representatives, any and all damages, profits, or other recoveries or compensation on account thereof or resulting therefrom.

Assignor further agrees to execute at Assignee's request any and all additional documents or instruments reasonably necessary to carry out the intent of this Assignment, including, without limitation, documents or instruments which may be requested or required by any foreign jurisdiction for recording the transfer of rights and effect the assignment of all Trademark Applications and Registrations. In connection therewith, Assignor agrees to provide the respective foreign associates with powers of attorney sufficient to allow Assignee to take the steps necessary to transfer and record title.

IN WITNESS WHEREOF, the undersigned Assignor has hereto caused this Assignment to be signed by its duly authorized officer this 10<sup>th</sup> day of January, 2001.

Assignor:

SEMAPHORE ENTERTAINMENT GROUP

By: STOREHILL ENTERTAINMENT CORP., C.P.

By:

Name

Robert M. Rowitz

Its:

Title

PRESIDENT

**SCHEDULE A**

## Service Marks and Trademarks

Mark	Application #	Registration #	Country
THE ULTIMATE FIGHTING CHAMPIONSHIP and design (class 41)	74/516,110	1,939,276	United States
THE ULTIMATE FIGHTING CHAMPIONSHIP (class 41)	74/516,111	1,939,277	United States
THE ULTIMATE FIGHTING CHAMPIONSHIP and design (class 9)	75/946,536	2,170,463	United States
THE ULTIMATE FIGHTING CHAMPIONSHIP (classes 9, 16, 18, 20, 25)	74/802,450		United States
Design mark for octagon shaped competition mat (class 41)	74/673,129	2,098,577	United States
THERE ARE NO RULES! (class 41)	74/516,112	1,948,026	United States
THERE ARE NO RULES! (class 16)	75/975,746		United States
THE ULTIMATE FIGHTING CHAMPIONSHIP and design (class 28)	74/516,113		United States
THE ULTIMATE FIGHTING CHAMPIONSHIP (class 28)	74/516,115		United States
THE ULTIMATE FIGHTING CHAMPIONSHIP (class 9)	75/976,532		United States

Trademark and Copyright Assignment  
Schedule A cont'd

THE ULTIMATE FIGHTING CHAMPIONSHIP and design (classes 9, 16, 18, 20, 25)	74/802,451		United States
THERE ARE NO RULES! (classes 16 and 25)	74/516,114		United States
THERE ARE NO RULES! (classes 9, 18, 28)	74/802,724		United States
ULTIMATE JAPAN	9-185219		Japan
THE ULTIMATE FIGHTING CHAMPIONSHIP and design (classes 9, 28, 41)	856375	581478	Benelux
THE ULTIMATE FIGHTING CHAMPIONSHIP (class 41)	1586866	1586866	United Kingdom
THE ULTIMATE FIGHTING CHAMPIONSHIP (classes 9, 41)	2132742	2132742	United Kingdom
THE ULTIMATE FIGHTING CHAMPIONSHIP (class 41)	44666/1994	4010421	Japan
THE ULTIMATE FIGHTING CHAMPIONSHIP (class 41)	44665/1994	3356615	Japan
THE ULTIMATE FIGHTING CHAMPIONSHIP (class 41)	1586869		United Kingdom
THE ULTIMATE FIGHTING CHAMPIONSHIP (class 41)	818775009	818775009	Brazil
THE ULTIMATE FIGHTING CHAMPIONSHIP (class 9)	818775017	818775017	Brazil

Trademark and Copyright Assignment  
Schedule A cont'd

THE ULTIMATE FIGHTING CHAMPIONSHIP (classes 9, 16, 18, 25, 28)	792699		Canada
THE ULTIMATE FIGHTING CHAMPIONSHIP (classes 9, 41)	6808/95	6849/95	Denmark
THE ULTIMATE FIGHTING CHAMPIONSHIP (classes 9, 41)	7246/95		Finland
THE ULTIMATE FIGHTING CHAMPIONSHIP (classes 9, 28, 41)	589275	95589275	France
THE ULTIMATE FIGHTING CHAMPIONSHIP (classes 9, 41)	395409683	39540968	Germany
THE ULTIMATE FIGHTING CHAMPIONSHIP (classes 9, 41)	RM95C004954	760141	Italy
THE ULTIMATE FIGHTING CHAMPIONSHIP (class 51 (local))	36372	372835	South Korea
THE ULTIMATE FIGHTING CHAMPIONSHIP (class 112 (local))	9244	36736	South Korea
THE ULTIMATE FIGHTING CHAMPIONSHIP (class 111 (local))	9243	36735	South Korea
THE ULTIMATE FIGHTING CHAMPIONSHIP and design (class 52 (local))	36373	359375	South Korea
THE ULTIMATE FIGHTING CHAMPIONSHIP (class 9)	247040	532927	Mexico

Trademark and Copyright Assignment  
Schedule A cont'd

THE ULTIMATE FIGHTING CHAMPIONSHIP (class 41)	247041	554261	Mexico
THE ULTIMATE FIGHTING CHAMPIONSHIP (class 41)	44665/1994	3356615	Japan
Design mark for octagon shaped competition mat	819818895		Brazil
Design mark for octagon shaped competition mat	9-22606		Japan

**SCHEDULE "B"****Copyrights**

<b>Copyright</b>	<b>Registration #</b>	<b>Country</b>
THE ULTIMATE FIGHTING CHAMPIONSHIP	PA697/648	United States
THE ULTIMATE FIGHTING CHAMPIONSHIP	PA697/645	United States
THE ULTIMATE FIGHTING CHAMPIONSHIP	PA697/646	United States
THE ULTIMATE FIGHTING CHAMPIONSHIP	PA750/240	United States
THE ULTIMATE FIGHTING CHAMPIONSHIP	VA684/163	United States
THE ULTIMATE FIGHTING CHAMPIONSHIP	VA709/013	United States
THE ULTIMATE FIGHTING CHAMPIONSHIP	VA709/017	United States
THE ULTIMATE FIGHTING CHAMPIONSHIP	VA705/860	United States
THE ULTIMATE FIGHTING CHAMPIONSHIP	VA708/134	United States
THE ULTIMATE FIGHTING CHAMPIONSHIP	PA817/758	United States
THE ULTIMATE FIGHTING CHAMPIONSHIP	PA812/293	United States

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**RECORDED: 01/22/2001****TRADEMARK  
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