

MRD 11/18101

FORM PTO-1618A
Expires 06/30/99
OMB 0651-0027

01-31-2001

U.S. Department of Commerce
Patent and Trademark Office
TRADEMARK



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**RECORDATION FORM COVER SHEET
TRADEMARKS ONLY**

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

Submission Type

- New
- Resubmission (Non-Recordation)
Document ID # _____
- Correction of PTO Error
Reel # _____ Frame # _____
- Corrective Document
Reel # _____ Frame # _____

Conveyance Type

- Assignment License
- Security Agreement Nunc Pro Tunc Assignment
- Merger
- Change of Name
- Other _____

Effective Date
Month Day Year
02 09 2000

Conveying Party

Mark if additional names of conveying parties attached

Execution Date
Month Day Year

Name **af2 Enterprises LLC**

02 09 2000

Formerly _____

- Individual General Partnership Limited Partnership Corporation Association

Other **limited liability company**

Citizenship/State of Incorporation/Organization **Delaware**

Receiving Party

Mark if additional names of receiving parties attached

Name **World Wrestling Federation Entertainment, Inc.**

DBA/AKA/TA _____

Composed of _____

Address (line 1) **1241 East Main Street**

Address (line 2) _____

Address (line 3) **Stamford**

City

CT

State/Country

06902

Zip Code

- Individual General Partnership Limited Partnership Corporation Association

Corporation Association

Other _____

Citizenship/State of Incorporation/Organization **Delaware**

If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of ad hoc representative should be attached. (Designation must be a separate document from Assignment.)

01/30/2001 DBYRNE 00000267 75902735

FOR OFFICE USE ONLY

01 FC:481
02 FC:482

40.00 OP
25.00 OP

Public burden reporting for this collection of information is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C. 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0651-0027), Washington, D.C. 20503. See OMB Information Collection Budget Package 0651-0027, Patent and Trademark Assignment Practice. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS

Mail documents to be recorded with required cover sheet(s) information to:
Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20231

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TRADEMARK
REEL: 002225 FRAME: 0811

Domestic Representative Name and Address

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Correspondent Name and Address

Area Code and Telephone Number

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Pages Enter the total number of pages of the attached conveyance document including any attachments. #

Trademark Application Number(s) or Registration Number(s)

Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)

Registration Number(s)

Number of Properties Enter the total number of properties involved. #

Fee Amount Fee Amount for Properties Listed (37 CFR 3.41): \$

Method of Payment: Enclosed Deposit Account

Deposit Account (Enter for payment by deposit account or if additional fees can be charged to the account.) Deposit Account Number: #

Authorization to charge additional fees: Yes No

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. Charges to deposit account are authorized, as indicated herein.

Susan B. Parzymieso
Name of Person Signing


Signature

January 18, 2001
Date Signed

Trademark, Service Mark, and Copyright Assignment

WHEREAS, af2 Enterprises LLC, a Delaware limited liability company with its principal place of business at 75 East Wacker Drive, Suite 1000, Chicago, Illinois 60601 ("Assignor"), owns and has a bona fide intent to use the marks XFL EXTREME FOOTBALL LEAGUE (& design) and XTREME FOOTBALL LEAGUE (& design) (the "Marks") in connection with clothing and entertainment services in the nature of organizing, promoting, and conducting indoor football sporting events, as well as an application for registration of copyright in its Xtreme Football League logo;

WHEREAS, Assignor's predecessor applied to register the marks XFL EXTREME FOOTBALL LEAGUE (& design) and XTREME FOOTBALL LEAGUE (& design) on the Principal Register of the United States Patent and Trademark Office ("USPTO") based on Assignor's predecessor's bona fide intent to use the Marks in commerce in connection with the above-described goods and services, Applications Serial Nos. 75/902,735 and 75/902,737, filed on May 7, 1999;

WHEREAS, Assignor's predecessor duly applied to register its copyright in the fanciful Xtreme Football League logo by application filed in the United States Copyright Office on June 21, 1999 ("the Copyright");

WHEREAS, World Wrestling Federation Entertainment, Inc., a Delaware Corporation, with its principle place of business at 1241 East Main Street, Stamford, Connecticut, 06902 ("Assignee"), desires to acquire the Copyright and the Marks and all related rights, including that portion of Assignor's business to which the Marks pertain; and

NOW, THEREFORE, for US \$200,000 and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledge, the parties agree as follows:

1. Assignor hereby sells, assigns, and transfers to Assignee all right, title, and interest in and to the Copyright and the Marks, including all registrations, pending applications, common law rights, or otherwise, anywhere in the world, together with (a) the goodwill of the business symbolized by the Marks, (b) that portion of Assignor's business to which the Marks pertain, and (c) the full right to sue for past, present, or future infringement of the Copyright and/or any of the Marks.

2. Assignor agrees not to oppose or otherwise challenge anywhere in the world Assignee's registration or use of any or all of the Marks or Assignee's ownership of the logo reflected in the Copyright.

3. Assignor agrees to stop all use of the Copyright and the Marks immediately upon execution of this Agreement.

4. To the extent Assignor has any right, title, or interest in the mark XFL, as used separate and apart from the Marks, Assignor hereby sells, assigns, and transfers to Assignee all right, title, and interest in and to the mark XFL, including all registrations, pending applications,

common law rights, or otherwise, anywhere in the world, together with (a) the goodwill of the business symbolized by the mark XFL, (b) that portion of Assignor's business to which the mark XFL pertains, and (c) the full right to sue for past, present, or future infringement of the mark XFL. Assignor agrees not to oppose or otherwise challenge Assignee's registration or use of the mark XFL anywhere in the world. Assignor agrees to stop all use of the mark XFL, to the extent such use exists, immediately upon execution of this Agreement.

5. Assignor agrees to execute all documents and to perform such other acts as Assignee may deem necessary to secure, perfect, or record Assignee's or its designee's rights as granted in this Agreement.

6. Assignor hereby represents and warrants to Assignee that (a) Assignor believes that it is the owner of all right, title, and interest in and to the Copyright and the Marks, including without limitation U.S. Trademark Applications Serial Nos. 75/902,735 and 75/902,737, (the "Applications"); (b) the Applications are active and currently pending before the USPTO and are believed by Assignor to be valid; and (c) Assignor has the rights to enter into this Agreement and to perform its obligations hereunder and that it has not entered into any agreement which would conflict with Assignor's ability to do so and that Assignor knows of no third party rights which would conflict with Assignor's ability to do so.

7. Assignor shall indemnify and hold Assignee harmless from and against any and all liabilities, claims, costs, expenses, fees, and/or damages (including without limitation attorneys' fees and expenses) arising from the inaccuracy of any representation or the breach of any warranty set forth herein, such obligation to survive the expiration or termination of this Agreement for any reason.

8. This Agreement shall be binding upon and inure to the benefit of the parties and their respective successors, assigns, and legal representatives. Either party hereto shall have the right to assign or otherwise transfer all or any portion of its rights or obligations under this Agreement.

9. This Agreement shall be interpreted and construed under and in accordance with the substantive law of the State of Connecticut, without regard to any of its conflict of laws provisions. All parties hereby submit to jurisdiction and venue in the State of Connecticut, for any claims arising out of this Agreement.

10. If any provision of this Agreement is held to be invalid or unenforceable, such provision shall be deemed to be deleted and the remaining provisions shall remain in full force and effect.

11. This Agreement sets forth the entire understanding and agreement between the parties to the Agreement with respect to the subject matter hereof and may not be amended except in a writing signed by both parties.

12. In the event that either party hereto shall be required to seek legal recourse to enforce or effectuate the performance hereto or for any breach hereof, the prevailing party shall

be entitled to recover all costs and expenses including reasonable attorneys' fees at trial, upon any appeal, in bankruptcy proceeding, and in any proceeding to enforce or collect any judgment awarded hereunder.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by duly authorized representatives effective as of February 9, 2000.

af2 Enterprises LLC

WORLD WRESTLING FEDERATION
ENTERTAINMENT, INC. ("Assignee")

By: [Signature]
Name: RONALD J. KUPPIERS #
Title: Deputy Commissioner / General Counsel

By: [Signature]
Name: Edward L. Kaufman
Title: Sr VP & Gen. Counsel

(A notary public must acknowledge the signature on behalf of Assignor)

State of Illinois
County of Cook

The foregoing Trademark, Service Mark, and Copyright Assignment was acknowledged and signed before me by Ronald Kuppers, the Deputy Commissioner at af2 LLC, on this 9 day of Feb, 2000, on its behalf.

[Signature]
Notary Public
My Commission Expires June 29, 2003

