

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

05-03-2001

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



101700666  
RECORDATION FORM COVER SHEET  
TRADEMARKS ONLY

APR 23 2001

10.223.01

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  
Effective Date  
Month Day Year   
 Other

Conveying Party

Mark if additional names of conveying parties attached Execution Date  
Month Day Year

Name

Formerly

Individual  General Partnership  Limited Partnership  Corporation  Association  
 Other   
 Citizenship/State of Incorporation/Organization

Receiving Party

Mark if additional names of receiving parties attached

Name

DBA/AKA/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)

Individual  General Partnership  Limited Partnership  Corporation  Association  
 Other   
If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be a separate document from Assignment.)

Citizenship/State of Incorporation/Organization

05/03/2001

01871 00000040 75392657

FOR OFFICE USE ONLY

01 FC:481  
02 FC:482

40.00/DP  
25.00/DP

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. 20303. See OMB Information Collection Budget Package 0651-0027, Patent and Trademark Assignment Practice. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS.

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

TRADEMARK  
REEL: 002285 FRAME: 0526

FORM PTO-1618B  
Expires 06/30/99  
OMB 0631-0027

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

**Domestic Representative Name and Address**

Enter for the first Receiving Party only.

Name SCOTT A. ANDRESEN

Address (line 1) ARENA FOOTBALL LEAGUE LLC

Address (line 2) 20 N. WACKER DRIVE

Address (line 3) SUITE 1231

Address (line 4) CHICAGO, IL 60606

**Correspondent Name and Address**

Area Code and Telephone Number

(312) 621-7000

Name SCOTT A. ANDRESEN

Address (line 1) ARENA FOOTBALL LEAGUE LLC

Address (line 2) 20 N. WACKER DRIVE

Address (line 3) SUITE 1231

Address (line 4) CHICAGO, IL 60606

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

# 2

**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)

<u>75/392657</u>		

<u>2312359</u>		

**Number of Properties**

Enter the total number of properties involved.

# 2

**Fee Amount**

Fee Amount for Properties Listed (37 CFR 3.41):

\$ 65

Method of Payment:

Enclosed

Deposit Account

Deposit Account

(Enter for payment of 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.

Scott A. Andresen Scott A. Andresen  
Name of Person Signing Signature

4-12-01  
Date Signed

ASSIGNMENT OF SERVICE MARK

WHEREAS, DP Fox Ventures LLC, a Michigan limited liability company with its principal place of business at 201 Monroe Avenue NW, Suite 500, Grand Rapids, Michigan 49503 ("Assignor"), is the sole and exclusive owner of the following service mark application (the "Application"):

RHINO DESIGN: Application Serial No. 75/392657, application date November 19, 1997.

WHEREAS, Arena Football League LLC a Delaware limited liability company with its principal place of business at 20 North Wacker Drive, Suite 1231, Chicago, Illinois 60606 ("Assignee"), desires to acquire the entire right, title and interest in, to and under the said Application;

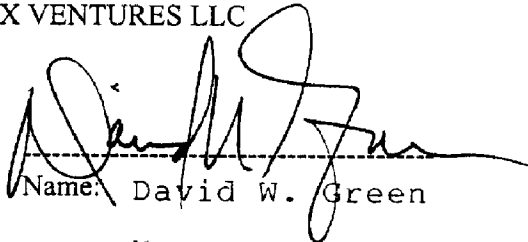
NOW, THEREFORE, for and in consideration for the sum of One Dollar (\$1.00), and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, said Assignor does hereby sell, transfer, convey and assign to said Assignee the entire right, title, and interest in, to and under said Application, together with the goodwill of the business symbolized by the service mark which is the basis for the Application, together with all rights and privileges granted and secured thereby, including the right to sue and recover for any past infringement, said rights to be held and enjoyed by said Assignee, for its own use and benefit and for the use and benefit of its successors, assigns or other legal representatives as fully and entirely as the same would have been held and enjoyed by said Assignor if this assignment and sale had not been made. Assignor further agrees to execute any and all documents and do any further such acts that shall be required in order for Assignee to secure such rights.

AND, the Assignor hereby represents, warrants and covenants that it has full right to convey the entire interest herein assigned;

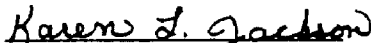
AND, the Assignor hereby represents, warrants and covenants that no liens, claims, or encumbrances of any nature whatsoever exists or are made (or will be made) against the Application.

IN TESTIMONY WHEREOF, Assignor has executed this Assignment by its proper officers thereunto duly authorized, this 30th day of March, 2001.

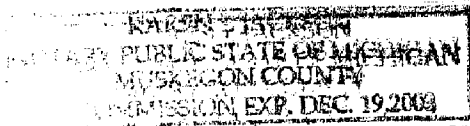
DP FOX VENTURES LLC

By:   
Name: David W. Green  
Title: Manager

Subscribed and sworn before me  
On this 30th day of  
March, 2001

  
Signature Karen L. Jackson  
Muskegon Co. Notary Public  
My Commission expires on 12-19-03

acting in Kent County, MI



**ASSIGNMENT OF SERVICE MARK**

WHEREAS, DP Fox Ventures LLC, a Michigan limited liability company with its principal place of business at 201 Monroe Avenue NW, Suite 500, Grand Rapids, Michigan 49503 ("Assignor"), is the sole and exclusive owner of the following "Service Mark":

GRAND RAPIDS RAMPAGE: Application Serial No. 75/392656, application date November 19, 1997; Registration No. 2312359, registration date January 25, 2000.

WHEREAS, Arena Football League LLC a Delaware limited liability company with its principal place of business at 20 North Wacker Drive, Suite 1231, Chicago, Illinois 60606 ("Assignee"), desires to acquire the entire right, title and interest in, to and under the said Service Mark and the above identified registration thereof;

NOW, THEREFORE, for and in consideration for the sum of One Dollar (\$1.00), and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, said Assignor does hereby sell, transfer, convey and assign to said Assignee the entire right, title, and interest in, to and under said Service Mark and the registration thereof, together with the goodwill of the business symbolized by said Service Mark, together with all rights and privileges granted and secured thereby, including the right to sue and recover for any past infringement, said rights to be held and enjoyed by said Assignee, for its own use and benefit and for the use and benefit of its successors, assigns or other legal representatives as fully and entirely as the same would have been held and enjoyed by said Assignor if this assignment and sale had not been made. Assignor further agrees to execute any and all documents and do any further such acts that shall be required in order for Assignee to secure such rights.

AND, the Assignor hereby represents, warrants and covenants that it has full right to convey the entire interest herein assigned;

AND, the Assignor hereby represents, warrants and covenants that to its knowledge, upon reasonable inquiry taken by Assignor, no liens, claims, or encumbrances of any nature whatsoever exists or are made (or will be made) against the Service Mark.

IN TESTIMONY WHEREOF, Assignor has executed this Assignment by its proper officers thereunto duly authorized, this 12th day of February, 2001.

KAREN L JACKSON  
NOTARY PUBLIC STATE OF MICHIGAN  
MUSKEGON COUNTY  
MY COMMISSION EXP. DEC. 19, 2003

Subscribed and sworn before me  
On this 12th day of  
February, 2001

*Karen L. Jackson*  
Signature

My Commission expires on 12-19-03

DP FOX VENTURES LLC

By:

*[Handwritten Signature]*

Name: Daniel G. DeVos

Title: President and CEO