

FORM PTO-1618A  
Expires 06/30/99  
OMB 0851-0027

05-03-2001



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

APR 23 2001

101700668  
REGISTRATION FORM COVER SHEET  
TRADEMARKS ONLY

10.62.01

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

Effective Date  
Month Day Year  
  
 Merger  
 Change of Name  
 Other

**Conveying Party**

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

Name DP FOX FOOTBALL HOLDINGS LLC

FEB 12, 2001  
MAR 30, 2001

Formerly

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

**Receiving Party**

Mark if additional names of receiving parties attached

Name ARENA FOOTBALL LEAGUE LLC

DBA/AKA/A

Composed of

Address (line 1) ZO N. WACKER DRIVE

Address (line 2) SUITE 1231

Address (line 3) CHICAGO ILLINOIS 60606

Individual  General Partnership  Limited Partnership  Corporation  Association  
 Other LIMITED LIABILITY COMPANY  
 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 a domestic representative should be attached. (Designation must be a separate document from Assignment.)

05/03/2001

TDIAZI 00000038 75524347

FOR OFFICE USE ONLY

01 FC:481  
02 FC:482

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 (0851-0027), 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

TRADEMARK  
REEL: 002285 FRAME: 0530

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

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)

75/524347

2285149

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  
Name of Person Signing

Scott A M  
Signature

4-12-01  
Date Signed

ASSIGNMENT OF TRADEMARK

WHEREAS, DP Fox Football Holdings 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 trademark application (the "Application"):

RAMPAGE GRAND RAPIDS: Application Serial No. 75/524347, application date July 24, 1998.

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;

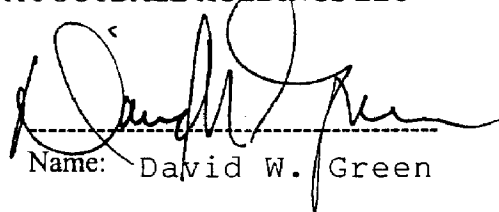
NOW, THEREFORE, for and in consideration for the sum of One Dollar (\$1.00), and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, said Assignor does hereby sell, transfer, convey and assign to said Assignee the entire right, title, and interest in, to and under said Application, together with the goodwill of the business symbolized by the trademark which is the basis of 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;

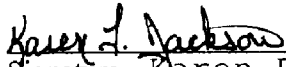
AND, the Assignor hereby represents, warrants and covenants that to its knowledge, upon reasonable inquiry taken by Assignor, no liens, claims, or encumbrances of any nature whatsoever exists or are made (or will be made) against the Application.

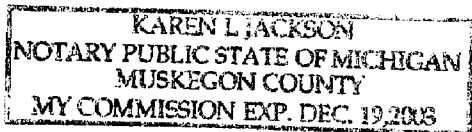
IN TESTIMONY WHEREOF, Assignor has executed this Assignment by its proper officers thereunto duly authorized, this 30th day of March, 2001.

DP FOX FOOTBALL HOLDINGS LLC

By:   
Name: David W. Green  
Title: Manager

Subscribed and sworn to 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 Co., Michigan



**ASSIGNMENT OF SERVICE MARK**

WHEREAS, DP Fox Football Holdings 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 & Design: Application Serial No. 75/525087, application date July 24, 1998; Registration No. 2285149, registration date October 12, 1999.

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.

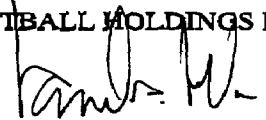
AND, the Assignor hereby represents, warrants and covenants that it has full right to convey the entire interest herein assigned;

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.

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

DP FOX FOOTBALL HOLDINGS LLC



By: \_\_\_\_\_

Name: Daniel G. DeVos

Title: President and CEO

Subscribed and sworn before me

On this 12th day of February, 2001

  
Signature

My Commission expires on 12-19-03