09-06-2002 Form PTO-1594 RE U.S. DEPARTMENT OF COMMERCE (Rev. 03/01) U.S. Patent and Trademark Office OMB No. 0651-0027 (exp. 5/31/2002) Tab settings ⇒⇒⇒ To the Honorable Commissioner of Patents and Frademarks: Please record the attached original documents or copy thereof. 1. Name of conveying party(ies): 2. Name and address of receiving party(ies) 9.3.02 Name: Michael Jordan David D. Miller Internal Address: SFX Basketball Group LLC Individual(s) Association Street Address: 5335 Wisconsin Ave., NW, Ste 850 General Partnership Limited Partnership City: Washington State: D.C. Zip: 20015 Corporation-State Other ____ Individual(s) citizenship Illinois Association Additional name(s) of conveying party(ies) attached? The Yes No. General Partnership 3. Nature of conveyance: Limited Partnership Assignment Assignment Merger Merger Corporation-State____ Security Agreement Change of Name Other _ If assignee is not domiciled in the United States, a domestic ☐ Other representative designation is attached: Yes No (Designations must be a separate document from assignment)
Additional name(s) & address(es) attached?

Yes Execution Date: March 29, 2002 4. Application number(s) or registration number(s): A. Trademark Application No.(s) B. Trademark Registration No.(s) 1,152,497 Additional number(s) attached ☐ Yes 🔯 5. Name and address of party to whom correspondence 6. Total number of applications and 1 concerning document should be mailed: registrations involved: Ken Kwartler 7. Total fee (37 CFR 3.41).....\$ 40.00 Internal Address: Nike, Inc. Enclosed Legal Department, DF-4 Authorized to be charged to deposit account 8. Deposit account number: One Bowerman Drive Street Address:___ 501029

DO NOT USE THIS SPACE

9. Statement and signature.

City: Beaverton

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.

OR Zip: 97005

Kenneth M. Kwartler

State:

Name of Person Signing

(Attach duplicate copy of this page if paying by deposit account)

mber of pages including cover sheet, attachments, and document:

09/05/2002 LMHELLER 00000276 501029

Mail documents to be recorded with required cover sheet information to: 1152497 Commissioner of Patent & Trademarks, Box Assignments Washington, D.C. 2023

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TRADEMARK REEL: 2576 FRAME: 0785

<u>ASSIGNMENT</u>

WHEREAS, David D. Miller, an individual with an address c/o Kodash, Inc., 3625 Delamo Boulevard., Suite 130, Torrance, California, 90503 (the "Assignor"), is the owner by an assignment recorded on December 9, 1994, on Reel 1251, Frame 0295, of all right, title and interest in and to the United States Trademark Registration No. 1,152,497 for the mark MICHAEL JORDAN (the "Registration") for certain goods in International Class 25, and the goodwill thereof; and

WHEREAS, Michael Jordan, an individual with an address c/o SFX Basketball Group, LLC, 5335 Wisconsin Avenue, NW, Suite 850, Washington, D.C., 20015 (the "Assignee") desires to acquire all right, title and interest in and to the Registration and the goodwill thereof;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor does hereby grant, assign and set over to Assignee, his successors, assigns and legal representatives, Assignor's entire right, title and interest in and to the mark MICHAEL JORDAN and the Registration (including, without limitation, any other registrations and/or other rights in such mark Assignor may have throughout the world) together with the goodwill of the business symbolized by the mark as well as the right to sue for and collect damages for any infringement of the mark which occurred prior to this Assignment.

REPRESENTATIONS

- Assignor believes that, to the best of his knowledge, all statements made by Assignor to the United States Patent and Trademark Office in connection with the Registration and its renewal were believed to be true at the time that any such statements were made and upon all information available to Assignor are still believed to be true.
- 2. Assignor further states that, to the best of his knowledge, upon information and belief, he is the sole, complete and current owner of all right, title and interest in and to the Registration by the assignment recorded on December 9, 1994, on Reel 1251, Frame 0295.
- 3. Assignor further states that, to the best of his knowledge, he has not assigned, conveyed, transferred or encumbered the Registration in any manner whatsoever to any third party, and that he has the legal right to assign said Registration to Assignee.
- 4. Assignor further states that, to the best of his knowledge, he is not aware of any security interests, cancellations (other than cancellation No. 30,827), oppositions or lawsuits having been granted, filed or threatened against the mark, the Registration, and/or Assignor's use thereof.
- 5. Assignor further states that, to the best of his knowledge, he has the right and authority to assign the Registration to Assignee without the consent or approval of any third party.

6. Assignor further states, to the best of his knowledge, that, other than the Registration being assigned hereunder, Assignor has not owned and does not now own any registrations for, or rights in, any trade name, trademark, service mark, domain name or the like for the designations MICHAEL JORDAN or JORDAN or any designations similar thereto anywhere in the world.

RELEASE

- Assignor, for himself, and on behalf of all persons claiming by or through Assignor, including but not limited to his heirs, beneficiaries, trustees, executors, administrators, assigns, agents, successors in interest, representatives and legal counsel, agrees to protect, save, defend, indemnify, hold harmless, release and discharge Assignee and all persons acting by or through Assignee, including but not limited to his heirs, beneficiaries, trustees, executors, administrators, assignees, licensees, agents, successors in interest, representatives and legal counsel, from and against any and all past, present and future claims, demands, suits, causes of action and judgments of every kind and nature, both known and unknown, suspected or unsuspected, which Assignor may now have, hereafter have or hereafter claim to have against Assignee by reason of any matter arising out of, or in any way connected to: (i) this Assignment; and/or (ii) Assignor's use of the Registration or mark prior to this Assignment.
- 2. Notwithstanding anything to the contrary contained in this Assignment, Assignor's aggregate liability to Assignee hereunder, including, but not limited to, Assignor's aggregate liability under the preceding paragraph, shall not exceed the dollar amount of the consideration tendered by Assignee to Assignor for this Assignment.
- 3. Neither party shall disclose (or permit any third party to disclose) the financial or other material terms of this Assignment, with the exception only of either party's agents, attorneys, accountants, representatives or employees, except as may be required by law.
- 4. This Assignment constitutes the entire understanding between Assignor and Assignee and cannot be altered or modified except by an agreement in writing signed by both Assignor and Assignee. Upon its execution, this Assignment shall supersede all prior negotiations, understandings, and agreements, whether oral or written, and such prior agreements shall thereupon be null and void and without further legal effect.

IN WITNESS WHEREOF, this Assignment is executed on the date written below and shall be binding and effective when executed by David D. Miller.

Date: 3-29, 20

By:

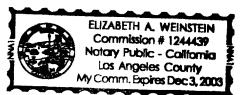
Name: David D. Miller

STATE OF California

) SS

county of losangels

Subscribed and sworn to before me this $\mathcal{Y}^{\mathcal{M}}$ day of \mathcal{M} $\mathcal{M}^{\mathcal{M}}$ $\mathcal{M}^{\mathcal{M}}$, 2002.



Sexplith a Weinstein

Notary Public

My Commission Expires: 12-3-03

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