

TRADEMARK ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
John Bongiovo		10/31/2009	INDIVIDUAL: UNITED STATES

RECEIVING PARTY DATA

Name:	Arena Football League, LLC
Street Address:	8700 Bryn Mawr Avenue, Suite 120S
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60631
Entity Type:	LIMITED LIABILITY COMPANY: UNITED STATES

PROPERTY NUMBERS Total: 13

Property Type	Number	Word Mark
Registration Number:	3335645	PHILADELPHIA SOUL
Registration Number:	3335646	PHILADELPHIA SOUL
Registration Number:	3335647	PHILADELPHIA SOUL
Registration Number:	3352794	PHILADELPHIA SOUL
Registration Number:	3352802	PHILLY SOUL
Registration Number:	3362796	
Registration Number:	3398869	
Registration Number:	3398870	
Registration Number:	3398871	
Registration Number:	3402219	
Serial Number:	76551251	
Serial Number:	76551253	
Serial Number:	77806056	PHILADELPHIA SOUL

CORRESPONDENCE DATA

900148027

**TRADEMARK
 REEL: 004099 FRAME: 0117**

OP \$340.00 3335645

Fax Number: (312)627-1717
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 312-627-4104
Email: jborcia@tresslerllp.com
Correspondent Name: James K. Borcia
Address Line 1: 233 S. Wacker Drive
Address Line 2: 22nd Floor
Address Line 4: Chicago, ILLINOIS 60606

NAME OF SUBMITTER:	James K. Borcia
Signature:	/James K. Borcia/
Date:	11/19/2009

Total Attachments: 3
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TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (the "Assignment") is made as of the __ day of October, 2009, by John Bongiovi, an individual ("Assignor"), for the benefit of Arena Football League, LLC ("AFL" or "Assignee").

WITNESSETH:

WHEREAS, pursuant to the Amended and Restated Limited Liability Company Agreement of the AFL amended September 14, 2006, Section 9.2 of AFL's Operating Rules amended September 14, 2006 and Section 5 of the AFL Membership Agreement with AFL Philadelphia, LLC, all names, logos and trademarks of the Philadelphia Soul are owned by AFL, and all Members are obligated to convey all of their rights in such team names, trademarks and logos to AFL;

WHEREAS Assignor is the owner of (i) the marks Philadelphia Soul and Philly Soul (collectively the "Marks"); (ii) a design mark comprising a winged football (the "Logo"); (iii) the United States registrations of the Marks and Logo identified in Exhibit A attached hereto and by the foregoing reference incorporated herein (collectively the "Registrations") and (iv) the presently pending applications for United States registrations of the mark Philadelphia Soul and the Logo identified in Exhibit A hereto (collectively the "Applications");

NOW, THEREFORE, in consideration of the agreements and operating rules as set forth above, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged;

1. Assignor hereby assigns all of his rights in the Marks, Logo, Registrations and Applications, and his rights under common law to the Marks and Logo, to Assignee.
2. Assignor agrees that the transfer herein also includes (i) the transfer of all goodwill associated with the above Marks and Logo, and (ii) damages that may become due or

payable to Assignor for past and present infringements of the Marks and/or Logo and (iii) the right to sue for past and present infringements of the Marks and/or Logo.

3. Assignor agrees to execute such further documentation that Assignee deems necessary to effectuate the intent of this transfer, including any documents which may need to be filed in the U.S. Patent and Trademark Office in connection with any of the Registrations and/or Applications or in any other federal, state or local government office relating to the Marks and Logo, and any documents necessary to transfer any domain name to Assignee.

4. This Assignment shall be binding on and inure to the benefit of the parties hereto, and also upon their respective heirs, legacies, personal representatives, transferees, assigns, directors, officers, agents and any other successor in interest regardless of type and nature.

5. Any modification of this Assignment may be made only by an instrument in writing signed by or on behalf of the party to be bound by such modification.

IN WITNESS WHEREOF, Assignor has executed this Assignment as of the day and year first above written.

By _____

John Bongiovi

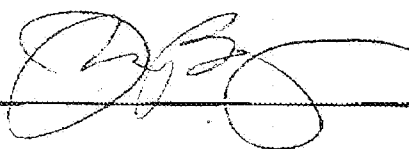


EXHIBIT A

UNITED STATES REGISTRATIONS OF THE MARK PHILADELPHIA SOUL

<u>REGISTRATION NO.</u>	<u>REGISTRATION DATE</u>
3,335,645	11/13/2007
3,335,646	11/13/2007
3,335,647	11/13/2007
3,352,794	12/11/2007

UNITED STATES REGISTRATION OF THE MARK PHILLY SOUL

<u>REGISTRATION NO.</u>	<u>REGISTRATION DATE</u>
3,352,802	12/11/2007

UNITED STATES REGISTRATIONS OF THE LOGO



<u>REGISTRATION NO.</u>	<u>REGISTRATION DATE</u>
3,362,796	01/01/2008
3,398,869	03/18/2008
3,398,870	03/18/2008
3,398,871	03/18/2008
3,402,219	03/25/2008

APPLICATIONS FOR UNITED STATES REGISTRATION OF THE LOGO



<u>SERIAL NO.</u>	<u>FILING DATE</u>
76/551,251	09/24/2003
76/551,253	09/24/2003

APPLICATIONS FOR UNITED STATES REGISTRATION OF THE MARK PHILADELPHIA SOUL

<u>SERIAL NO.</u>	<u>FILING DATE</u>
77/806,056	08/17/2009