

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Alumni Athletics USA, LLC		06/11/2010	LIMITED LIABILITY COMPANY: CALIFORNIA
RECEIVING PARTY DATA			
Name:	Alumni Athletics USA, Inc.		
Street Address:	750 Mendocino Avenue, Suite 203		
City:	Santa Rosa		
State/Country:	CALIFORNIA		
Postal Code:	95401		
Entity Type:	CORPORATION: CALIFORNIA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	77933079	GET BACK IN THE GAME!	
CORRESPONDENCE DATA			
Fax Number:	(707)823-8737		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	707 823 8719		
Email:	bjn@singler-law.com		
Correspondent Name:	Bruce J. Napell		
Address Line 1:	127 S. Main Street		
Address Line 4:	Sebastopol, CALIFORNIA 95472		
ATTORNEY DOCKET NUMBER:	431/001		
NAME OF SUBMITTER:	Bruce Napell		
Signature:	/Bruce Napell/		
Date:	10/27/2010		

OP \$40.00 77933079

Total Attachments: 2

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TRANSFER AGREEMENT BETWEEN:
ROBERT L. CAZET
(d.b.a. ALUMNI ATHLETICS and/or ALUMNI FOOTBALL
and/or ALUMNI FOOTBALL USA) &
ALUMNI ATHLETICS USA, LLC

AND

ALUMNI ATHLETICS USA, INC.
(A California Close Corporation)

To: Alumni Athletics USA, Inc. a California Corporation (the "Corporation");

Robert L. Cazet and Alumni Athletics USA, LLC (a California limited liability company having Robert L. Cazet as its sole member) (collectively "CAZET") currently own and operate a business specializing in organizing and conducting alumni sporting events, which does business as "Alumni Athletics" and/or "Alumni Football" and/or "Alumni Football USA." Said business will hereinafter be referred to as "ALUMNI ATHLETICS."

1. For the consideration and upon the terms and conditions set forth below, CAZET hereby offers to transfer the "Business Assets" (as defined below) to you effective June 11, 2010, or when the assets most conveniently may be shifted to the Corporation.

"Business Assets" means any and all of the assets of CAZET which relate to owning and operating the ALUMNI ATHLETICS, including equipment, leases, vehicles, contracts, accounts receivable, legal claims and/or actions (including but not limited to CAZET's claims in the case captioned *Robert L. Cazet et al. v. Toppa Epps et al.*, U.S. District Court for the Northern District of California Case No. C 10-02460 JSW), any trademarks and/or service marks, and the business' names, and its goodwill, subject to all liens, claims, and encumbrances, and to changes occurring in the ordinary course of business between June 11, 2010 and the close of business on the date of actual transfer.

2. As consideration for the transfer you agree:


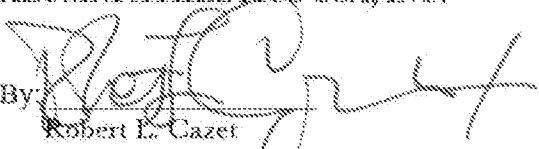
(a) To assume and pay all of the debts and liabilities of ALUMNI ATHLETICS relating to the Business Assets together with those resulting from changes occurring in the ordinary course of business between June 11, 2010 and close of business on the date of actual transfer; and,

(b) To issue and deliver to Robert L. Cazet on the date of transfer 100 fully paid and non-assessable shares of your Common Stock.

THIS SALE OF SECURITIES WHICH ARE THE SUBJECT OF THIS OFFER HAS NOT BEEN QUALIFIED WITH THE COMMISSIONER OF CORPORATIONS OF THE STATE OF CALIFORNIA AND THE ISSUANCE OF SUCH SECURITIES OR THE PAYMENT OR RECEIPT OF ANY PART OF THE CONSIDERATION THEREFORE PRIOR TO SUCH

QUALIFICATION IS UNLAWFUL, UNLESS THE SALE OF SECURITIES IS EXEMPT FROM QUALIFICATION BY SECTION 25100, 25102, OR 25105 OF THE CALIFORNIA CORPORATIONS CODE. THE RIGHTS OF ALL PARTIES TO THIS OFFER ARE EXPRESSLY CONDITIONED UPON SUCH QUALIFICATION BEING OBTAINED, UNLESS THE SALE IS SO EXEMPT.

3. If you accept this offer, CAZET shall, on delivery of the certificates for the shares described in Paragraph 2, deliver possession of the Business Assets to the Corporation at the close of business on the date of transfer, and CAZET shall also execute and deliver to you such instruments of transfer and other documents as may reasonably be required in order to transfer title to you and fully to carry out ALUMNI ATHLETICS' obligations as set forth in this Agreement. CAZET will indemnify you against liability from loss sustained by reason of liens, claims, and encumbrances, fixed or contingent.

Effective as of June 11, 2010	Accepted June 11, 2010
 Robert L. Cazet As individual and as sole member of Alumni Athletics USA, LLC.	ALUMNI ATHLETICS USA, INC. By:  Robert L. Cazet President & Secretary Treasurer

431/003/004.3
Transfer Agreement