

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
Rodney D Vannerson		10/20/2010	INDIVIDUAL: UNITED STATES
RECEIVING PARTY DATA			
Name:	Vincent Paul Young Jr		
Street Address:	6200 Savoy		
Internal Address:	Suite 548		
City:	Houston		
State/Country:	TEXAS		
Postal Code:	77036		
Entity Type:	INDIVIDUAL: UNITED STATES		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Serial Number:	78786883	VY	
Serial Number:	78786073	VY	
Serial Number:	78786069	INVINCIBLE	
CORRESPONDENCE DATA			
Fax Number:	(281)516-3845		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	281-516-3844		
Email:	krowald@patentlawyers.com		
Correspondent Name:	Kent A. Rowald		
Address Line 1:	990 Village Square, Suite G200		
Address Line 4:	Tomball, TEXAS 77375		
ATTORNEY DOCKET NUMBER:	3FRI001		
NAME OF SUBMITTER:	Kent A. Rowald, attorney for Rodney D. V		

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**TRADEMARK
 REEL: 004421 FRAME: 0115**

Signature:	/s/Kent A. Rowald/s/
Date:	11/24/2010
Total Attachments: 5 source=Consent Judgmetn Signed by Court#page1.tif source=Consent Judgmetn Signed by Court#page2.tif source=Consent Judgmetn Signed by Court#page3.tif source=Consent Judgmetn Signed by Court#page4.tif source=Consent Judgmetn Signed by Court#page5.tif	

**IN THE UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF TEXAS
HOUSTON DIVISION**

**VINCENT PAUL YOUNG, JR. and,
VINCE YOUNG INC.**

Plaintiffs,

v.

CIVIL ACTION NO. H-08-3649

**RODNEY D. VANNERSON.
ENOS CABELL,
TOM ROBERSON,
THE JOINT VENTURE OF
"THREE FRIENDS"**

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CONSENT JUDGMENT

Plaintiffs Vincent Paul Young, Jr. and Vince Young Inc. (collectively "VPY") have filed herein a Complaint for a permanent injunction and other equitable relief pursuant to the Lanham Act, sections 15 U.S.C. § 1052 (a), U.S.C. § 1052 (b) U.S.C. § 1052 (c), U.S.C. § 1052 (d) and Plaintiffs common law rights to Publicity, against defendants Rodney D. Vannerson (hereafter RV), Enos Cabell (hereafter EC), Tom Roberson (hereafter TR), and the joint venture of "Three Friends", an unregistered Texas partnership. RV filed intent to use applications 78/786069, 78/786883 78/786882 and 78/786073 in the United States Patent and Trademark Office as the named owner of record. Plaintiffs VPY and defendants RV, EC, TR and Three Friends, having been represented by the attorneys whose names appear hereafter, have agreed to entry of this Consent Judgment ("Consent Judgment" or "Order") by the Court to resolve all matters in dispute in this action. Defendants RV, EC, TR and Three Friends have waived defenses set forth in Fed. R. Civ. P. 12(h)(1). Defendants RV, EC, TR and Three Friends have consented to entry of this Order without trial or adjudication of any issue of law or fact herein and have agreed that entry of this Order by the Court and its filing by the Clerk will constitute notice to them of the terms and conditions of the Order. Plaintiffs, VPY, and defendants, RV, EC, TR and Three Friends, are requesting that the Court enter this Order.

**AGREEMENT AND STIPULATION
FOR ENTRY OF CONSENT JUDGMENT**

THIS AGREEMENT AND STIPULATION FOR ENTRY OF CONSENT JUDGMENT ("Agreement") is made as of the date hereof, by and among the parties

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hereto, as indicated by their signatures below, to settle and resolve with finality all claims of VPY and all affirmative defenses or counter-claims of RV, EC, TR and Three Friends relating to the subject matter of this action which have been or could have been asserted by VPY or RV, EC, TR and Three Friends.

WHEREAS, VPY, through their Attorney, Delphine James, commenced this action asserting various claims for monetary, equitable and injunctive relief on behalf of the VPY against Defendants RV, EC, TR and Three Friends (hereafter the Settling Defendants);

WHEREAS, the Settling Defendants have denied each and every one of Plaintiffs' allegations of unlawful conduct or wrongdoing and have asserted a number of defenses to Plaintiffs' claims, which defenses have been contested by Plaintiffs;

WHEREAS, the parties hereto wish to avoid the further expense, delay, inconvenience, burden and uncertainty of continued litigation of this matter (including appeals from any verdict), VPY and the Settling Defendants have agreed to settle this litigation pursuant the terms of a confidential agreement which will achieve a rapid and economical end to the present litigation without the expenditure of the publics valuable resources;

WHEREAS, VPY and the Settling Defendants have agreed to settle this lawsuit on terms set forth in a Confidential Settlement Agreement and Stipulation for Entry of this Consent Judgment;

WHEREAS, the parties have further agreed to jointly petition the Court for approval of the Consent Judgment, on the grounds that settlement would be in the public interest;

NOW, THEREFORE, BE IT KNOWN THAT, in consideration of the Confidential Settlement Agreement, the dismissal and release of claims by the VPY and such other consideration as described herein, the sufficiency of which is hereby acknowledged, the parties hereto, acting by and through their authorized agents, stipulate to the Consent Judgment and agree as follows:

I. GENERAL PROVISIONS

A. Jurisdiction. VPY and the Settling Defendants acknowledge that this Court has jurisdiction over the subject matter of this action and over each of the parties to the Confidential Settlement Agreement, and that this Court shall retain jurisdiction for the purposes of implementing and enforcing the Confidential Settlement Agreement. The parties hereto agree to present any disputes under this Settlement Agreement, including without limitation any claims for breach or enforcement of the Confidential Settlement Agreement, exclusively to this Court.

B. Voluntary Agreement of the Parties. VPY and the Settling Defendants acknowledge and agree that the signed Confidential Settlement Agreement is voluntarily entered into by all parties hereto as the result of arm's-length negotiations during which all such parties were represented by counsel. VPY and Settling Defendants and their assigns, affiliates, agents, and successors hereby waive any right to challenge this Agreement or the Consent Judgment, directly or through third parties, on the any grounds.

C. Stipulation for Entry of Findings. VPY asserted in the above cause of action and the Settling Defendants agreed not to contest the entry of the following findings of facts and conclusions of law;

1. This is an action by the VPY instituted under Sections 15 U.S.C. § 1052 (a), U.S.C. § 1052 (b) U.S.C. § 1052 (c), U.S.C. § 1052 (d) of the Lanham Act and Plaintiffs common law rights to Publicity.
2. This Court has jurisdiction of the subject matter of this case and over defendants RV, EC, TR and Three Friends. Venue in the Southern District of Texas, Houston Division is proper.
3. Defendants RV, EC, TR and Three Friends have waived all rights to seek judicial review or otherwise challenge or contest the validity of this final Order.
4. While in high school and college, there was prior public identification of Vincent Paul Young Jr. as "VY" in news media, press releases, and trade publications.
5. While in college, there was prior public identification of Vincent Paul Young Jr. as "INVINCIBLE" in news media, press releases, and trade publications.
6. VY and Invinceable are the nick names used by VPY as early 2004 to identify him as an athlete at the University of Texas and that the names VY and Invinceable unmistakably refer to Vincent Paul Young Jr. as an athlete.
7. For payment of college education, Vincent Paul Young Jr. licensed his names including the nicknames "VY and Invinceable" to the University of Texas (UT) as early as 2004 for the purpose of promoting NCAA sporting events.
8. While at UT Vincent Paul Young Jr. nicknames', "VY and INVINCIBLE", were used by UT to commercially advertise NCAA football games through official UT commercial programs as well as press releases, news media, and trade publications.
9. VY and Invinceable are the trade names used to identify VPY in his profession.
10. RV, EC, TR and Three Friends did not have permission to use VPY's name or persona, including VY or Invinceable.
11. Voluntary bankruptcy petitions filed by any of the defendants do not divest this Court of jurisdiction to enter this final judgment against that defendant.
12. Entry of this Order is in the public interest.
13. VPY has the right to file trademark applications in for the trademarks VY and Invinceable.
14. The marks "VY and INVINCIBLE" are nicknames of Vincent Paul Young Jr.
15. The nicknames "VY and INVINCIBLE" unmistakably point to Vincent Paul Young Jr. as an individual.
16. Vincent Paul Young Jr. obtained priority of use of the marks "VY and INVINCIBLE" through UT's use of his nicknames to commercially promote NCAA football games as earlier as 2004.
17. Vincent Paul Young Jr. obtained priority of use of the marks "VY and INVINCIBLE" through UT's use of his nicknames as trade names to commercially promote NCAA football games as earlier as 2004.

- D. Injunctive and Other Relief.** Based upon these findings and the parties request for entry of this consent judgment, it is The following is hereby ordered pursuant to consent judgment:

IT IS HEREBY ORDERED ADJUDGED AND DECREED:

1. Defendants RV, EC, TR and Three Friends and their representatives, agents, servants and employees, and all other persons or other entities in active concert or participation with them, who receive actual notice of this Order by personal service or otherwise, directly or through any corporation, subsidiary, division, or other device, in connection with the advertising, promotion, offering for sale, sale, or distribution of any product or service in or affecting commerce, as commerce is defined in the FTC Act, are hereby prohibited from:
 - (A) Representing, expressly or by implication, that any products manufactured, sold or distributed by the settling defendants or their affiliates are in any way are connected to or endorsed by VPY;
 - (B) Representing, expressly or by implication, that any trademark applications connected to RV, EC, TR and Three Friends in any fashion, are in any way connected to or endorsed by VPY or that VPY has granted permission for the use of his name or persona;
 - (C) Representing, expressly or by implication, that RV, EC, TR and Three Friends have the authority to manufacture, sell or distribute any merchandise bearing a VY or Invinceable trademark; and
 - (D) Manufacturing, selling, giving away or distributing any merchandise bearing a VY or Invinceable trademark.
2. Vincent Paul Young Jr. obtained priority of use of his nicknames VY and INVINCIBLE through UT authorized use of his names to promote NCAA football games.
3. Defendants, RV, EC, TR and Three Friends, directly or through any corporation, subsidiary, division, or other device or person, is hereby ordered not to transfer or in any other way provide to any person directly or indirectly, any trade secrets or knowledge, whether recorded or otherwise, that are in any way related to defendants RV, EC, TR and Three Friends use of the marks VY or Invinceable.
4. Defendants, RV, EC, TR and Three Friends are furthered ordered not to aid or assist any other entity or person (natural or juristic) in the filing of any trademark application, intent-to-use trademark application for any term, trademark or trade name that is publically used by VPY, VPY's associates', VPY's affiliates', the news media, the entertainment media or by the public in general now or in the future unless such mark is adopted by RV, EC, TR, Three

Friends or the third party prior to such public use by VPY, VPY's associates or VPY's affiliates confusingly similar to VY and INVINCIBLE.

- 5. Defendants, RV, EC, TR and Three Friends are further ordered not to aid or assist any other entity or person (natural or juristic) in the use of any trademark in commerce as commerce is defined in the FTC Act, any term, trademark or trade name that is publically used by VPY, VPY's associates', VPY's affiliates', the news media, the entertainment media or by the public in general now or in the future unless such mark is adopted by RV, EC, TR, Three Friends or the third party prior to such public use by VPY, VPY's associates or VPY's affiliates confusingly similar to VY and INVINCIBLE.

V. COSTS AND ATTORNEYS FEES

IT IS FURTHER ORDERED that each party to this Consent Judgment and Order bear its own costs and attorneys fees incurred in connection with this action.

VI. CONTINUING JURISDICTION


IT IS FURTHER ORDERED that this Court shall retain jurisdiction of this matter for all purposes, including without limitation any enforcement action relating to the settlement agreement in this case that may be deemed necessary by any party.

VII. ENTRY BY CLERK


There being no just reason for delay, the Clerk of the Court is hereby directed to enter this Order.

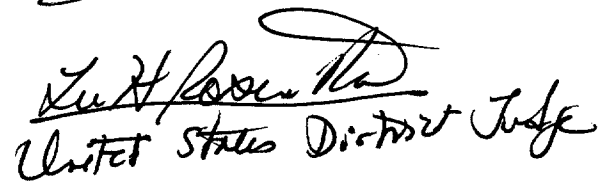
The parties hereby stipulate and agree to entry of the foregoing Order, which shall constitute a final judgment in this action..

SIGNED AND STIPULATED BY:

Dated: Oct 14, 2010 

Delphine James
Attorney for Plaintiffs

Dated: Oct. 14, 2010 


United States District Judge

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