

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
Dennis Wheeler		09/06/2011	INDIVIDUAL:
RECEIVING PARTY DATA			
Name:	Zuffa, Inc.		
Street Address:	2960 West Sahara Avenue		
City:	Las Vegas		
State/Country:	NEVADA		
Postal Code:	89102		
Entity Type:	LIMITED LIABILITY COMPANY: NEVADA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3420953	SUBMISSION TECHNICIAN	
CORRESPONDENCE DATA			
Fax Number:	(407)425-8377		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	4078394200		
Email:	kdoud@broadandcassel.com		
Correspondent Name:	Kimberly Doud		
Address Line 1:	390 North Orange Avenue, Suite 1400		
Address Line 4:	Orlando, FLORIDA 32801		
NAME OF SUBMITTER:	Kimberly Doud		
Signature:	/Kimberly Doud/		
Date:	09/09/2011		
Total Attachments: 4 source=Trademark Assignment Agreement#page1.tif source=Trademark Assignment Agreement#page2.tif source=Trademark Assignment Agreement#page3.tif source=Trademark Assignment Agreement#page4.tif			

OP \$40.00 3420953

TRADEMARK ASSIGNMENT AGREEMENT

This TRADEMARK ASSIGNMENT AGREEMENT (this "*Assignment*") is made and effective the ___ day of August, 2011 (the "*Effective Date*") by and between DENNIS WHEELER, an individual ("*Assignor*"), and ZUFFA, LLC, a Nevada limited liability company ("*Assignee*").

RECITALS

WHEREAS, pursuant to that certain Settlement Agreement dated on or about the date hereof by and between Assignee and Assignor (the "*Settlement Agreement*"), Assignor wishes to convey to Assignee any and all of Assignor's rights in and to the trademark which is set forth on Schedule A to this Assignment (hereinafter referred to as the "*Mark*") together with all of the goodwill associated with and symbolized by the Mark; and

WHEREAS, the Assignee wishes to acquire all of Assignor's right, title and interest in and to the Mark and all goodwill associated therewith.

NOW, THEREFORE, for good and valuable consideration of \$5,000.00 USD, the receipt and sufficiency of which is hereby acknowledged, the parties, intending to be legally bound, agree as follows:

1. Assignment. Assignor does hereby sell, assign, and transfer to Assignee and Assignee hereby accepts the sale, assignment, and transfer of all Assignor's right, title, and interest in and to the Mark, including, without limitation, the goodwill associated with and symbolized by the Mark, and all registrations and applications therefor in the United States and any foreign country, including any renewals and extensions of the registrations that are or may be secured under the laws of the United States and/or any foreign country, now or hereafter in effect, together with all income, royalties or payments due or payable with respect to the Mark as of the Effective Date and hereafter, including, without limitation, and all claims for damages by reason of past, present, or future infringement or other unauthorized use of the Mark, with the right to sue for, and collect the same for Assignee's own use and enjoyment and for the use and enjoyment of its successors, assigns, affiliates or other legal representatives.

2. Transfer. Assignor hereby authorizes the Commissioner of Patents and Trademarks of the United States and other empowered officials of the United States Patent and Trademark Office to transfer all registrations and applications for the Mark to Assignee as assignee of the entire right, title and interest therein or otherwise as Assignee may direct, in accordance with this instrument of assignment.

3. Representations and Warranties. Assignor hereby represents and warrants to Assignee as follows: (i) this Assignment shall constitute the valid and binding obligation of Assignor enforceable in accordance with its terms; and (ii) to the best of his knowledge Assignor has good and marketable title to the Mark free and clear of any lien, mortgage, security interest, pledge, restriction on transferability, defect of title or other claim, charge or encumbrance of any nature whatsoever.

4. Further Assurances. The Assignor and Assignee have agreed to execute all further documents that may be reasonably required to effect recordation of this Assignment in the name of Assignee at the applicable governmental trademark office. Furthermore, at any time and from time to time after the date hereof, at Assignee's request and without further consideration, Assignor shall execute and deliver to Assignee, or Assignee's designee, such other documents and take all such other actions which Assignee, its successors, assigns or designees may request to effect the terms of this Assignment and to execute and deliver any and all instruments, affidavits, testimonies, declarations, oaths, exhibits, and other documentation as Assignee may deem necessary or desirable in order more effectively to transfer, convey and assign to Assignee, and to confirm Assignee's title to all of the Mark, and, to the full extent permitted by law, to put Assignee in actual possession and operating control of the Mark and to assist Assignee in exercising all rights with respect thereto.

5. Effect Of Assignment. Nothing in this Assignment shall, or shall be deemed to, modify or otherwise affect any provisions of the Settlement Agreement or affect or modify any of the rights or obligations of the parties under the Settlement Agreement. In the event of any conflict between the provisions hereof and the provisions of the Settlement Agreement, the provisions of the Settlement Agreement shall govern and control.

6. Governing Law. This Assignment and the rights of the parties hereunder shall be governed by and construed in accordance with the laws of the State of California (other than the choice of law principles thereof). Except as otherwise provided herein, any action, suit or other proceeding relating to this Agreement may be brought in any federal or state court in the State of California, as the party bringing such action, suit or proceeding shall elect, having jurisdiction over the subject matter thereof.

7. Counterparts. This Assignment may be executed in any number of counterparts, and any party hereto may execute any such counterpart, each of which when executed and delivered shall be deemed to be an original and all of which counterparts taken together shall constitute but one and the same instrument. The parties agree that the delivery of this Assignment may be effected by means of an exchange of facsimile signatures with original copies to follow by mail or courier service.

8. Assignment. This Assignment and all of the provisions hereof shall be binding upon and inure to the benefit of each of the parties hereto and their respective successors and permitted assigns.

9. Parties in Interest. This Assignment shall be binding upon and inure solely to the benefit of each party hereto and their respective successors and permitted assigns and, except as expressly provided in this Assignment, nothing in this Assignment, express or implied, is intended to or shall confer upon any other Person any rights, interests, benefits or remedies of any nature whatsoever under or by reason of this Assignment.

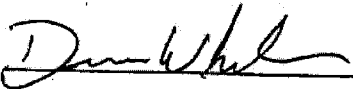
10. Descriptive Headings. The descriptive headings of this Assignment are for convenience of reference only and shall not control or affect the meaning or construction of any provision of this Assignment.

11. Severability. If any term or provision of this Assignment shall, in any jurisdiction, be invalid, illegal or unenforceable, such term or provision shall be ineffective as to such jurisdiction to the extent of such invalidity or unenforceability, without invalidating or rendering unenforceable such term or provision in any other jurisdiction. All other terms and other provisions of this Assignment shall nevertheless remain in full force and effect so long as the economic or legal substance of the transactions contemplated by this Assignment is not affected in any manner materially adverse to Assignee. Upon such determination that any term or provision is invalid, illegal or unenforceable, the parties hereto shall negotiate in good faith to modify this Assignment so as to effect the original intent of the parties as closely as possible in an acceptable manner to the end that the transactions contemplated by this Assignment are fulfilled to the greatest extent possible.

IN WITNESS WHEREOF, the parties hereto have executed the signature page to this Assignment as of the day and year first above written.

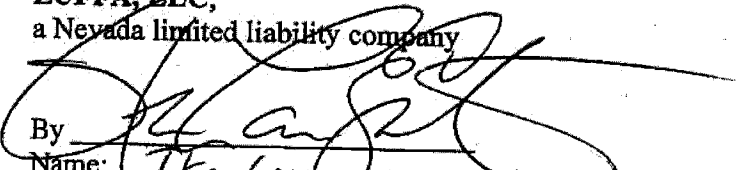
Assignor

DENNIS WHEELER,
an individual

By 

Assignee

ZUFFA, LLC,
a Nevada limited liability company

By 
Name: Ika Lawrence Epstein
Title: EUP + GC

Schedule A to Trademark Assignment Agreement

Current Owner /Assignor of MARK	Mark	Filing/ Application Date	Registration Number	Registration Date	Class	Country	Goods & Services
Dennis Wheeler	SUBMISSION TECHNICIAN	August 23, 2007	3420953	April 29, 2008	25	United States	T-shirts, sweatshirts, shirts, hats and caps, skull caps, beanies, shorts, fight shorts, boxing shorts, tank tops, jerseys, sweatpants, and jackets.

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