

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	MERGER
EFFECTIVE DATE:	09/23/2009

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Pittsburgh Steelers Sports, Inc.		09/23/2009	CORPORATION: PENNSYLVANIA

RECEIVING PARTY DATA

Name:	PSS Merger LLC
Street Address:	3400 S. Water Street
City:	Pittsburgh
State/Country:	PENNSYLVANIA
Postal Code:	15203
Entity Type:	LIMITED LIABILITY COMPANY: PENNSYLVANIA

PROPERTY NUMBERS Total: 15

Property Type	Number	Word Mark
Serial Number:	78534641	STEELERS
Serial Number:	78534545	STEELERS
Serial Number:	78534400	STEELERS
Serial Number:	78534360	PITTSBURGH STEELERS
Serial Number:	77443569	07
Serial Number:	77351359	
Serial Number:	77351313	
Serial Number:	77249217	STEELY MCBEAM
Serial Number:	74300721	
Serial Number:	74300720	PITTSBURGH STEELERS
Serial Number:	73336702	7
Serial Number:	73336701	7
Serial Number:	73154501	STEELERS

CH \$390.00 78534641

Serial Number:	72310976	STEELERS
Serial Number:	72310975	PITTSBURGH STEELERS

CORRESPONDENCE DATA

Fax Number: (212)847-0977
 Phone: 2124502528
 Email: trademarkmatters@nfl.com
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.
 Correspondent Name: Sarah Crutcher
 Address Line 1: 345 Park Ave
 Address Line 4: New York, NEW YORK 10154

ATTORNEY DOCKET NUMBER:	STEELERS MERGER RECORDAL
NAME OF SUBMITTER:	Sarah Crutcher
Signature:	/Sarah Crutcher/
Date:	01/05/2012

Total Attachments: 7
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AGREEMENT AND PLAN OF MERGER

OF

PITTSBURGH STEELERS SPORTS, INC.
(a Pennsylvania corporation)

INTO

PSS MERGER LLC
(a Pennsylvania limited liability company)

AGREEMENT AND PLAN OF MERGER entered into as of September 23, 2009 by and among PSS Merger LLC, a limited liability company of the Commonwealth of Pennsylvania ("Operating Company"); Pittsburgh Steelers Sports, Inc., a business corporation of the Commonwealth of Pennsylvania ("PSSI") and an eighty percent owned subsidiary of Rooney Enterprises, Inc., a Delaware corporation ("Holdings"); Holdings; and Pittsburgh Steelers Holdings Inc., a Pennsylvania corporation into which Holdings will be merged ("Holdings II").

WHEREAS, Holdings is the sole member of Operating Company (Holdings is sometimes hereinafter referred to as the "Sole Member of Operating Company");

WHEREAS, PSSI is a business corporation of the Commonwealth of Pennsylvania with its registered office therein located at 3400 S. Water Street, Pittsburgh, PA, 15203, County of Allegheny;

WHEREAS, Operating Company is a limited liability company of the Commonwealth of Pennsylvania with its registered office therein located at 3400 S. Water Street, Pittsburgh, PA, 15203, County of Allegheny;

WHEREAS, the Board of Directors of PSSI and the Sole Manager and Sole Member of Operating Company deem it advisable and to the advantage, welfare, and best interests of said entities and their respective shareholders and members to merge (the "Merger") PSSI with and into Operating Company pursuant to the Pennsylvania Business Corporation Law (the "PBCL") and the Limited Liability Company Act of the Commonwealth of Pennsylvania (the "LLC Act") upon the terms and conditions hereinafter set forth;

WHEREAS, prior to the Merger, Holdings will merge with and into Holdings II which shall be the survivor of said merger and which will have the same authorized and issued capital stock as Holdings;

NOW, THEREFORE, in consideration of the premises and of the mutual agreement of the parties hereto, being thereunto duly approved by a resolution adopted by the Board of Directors of PSSI and of the shareholders of PSSI and duly approved by a resolution adopted by

the Sole Manager and Sole Member of Operating Company, the Agreement and Plan of Merger and the terms and conditions thereof and the mode of carrying the same into effect, are hereby determined and agreed upon as hereinafter set forth.

PSSI shall, pursuant to the provisions of the PBCL and the LLC Act, be merged with and into Operating Company, which shall be the surviving entity from and after the effective time of the merger, and which is sometimes hereinafter referred to as the "Surviving Entity," and which shall continue to exist as said Surviving Entity under a new name, Pittsburgh Steelers LLC, pursuant to the provisions of the LLC Act.

The separate existence of PSSI which is hereinafter sometimes referred to as the "Terminating Corporation," shall cease at the said effective time in accordance with the provisions of the PBCL.

1. Each issued and outstanding share of the Terminating Corporation held of record by Holdings II shall be canceled without any consideration being provided therefor. The membership interest in the Surviving Entity shall not be converted or exchanged in any manner, and all such interest which is outstanding as of the effective time of the merger shall continue to be outstanding after the effective time of the merger.
2. All of the issued and outstanding shares of the Terminating Corporation held of record by a shareholder thereof other than Holdings II shall be automatically converted into an amount of shares of Holdings II's Common Stock, par value \$0.01 per share, which equals in the aggregate twenty percent (20%) of the outstanding shares of Holding II's Common Stock immediately after giving effect to such issuance (a share exchange ratio of 25.60574453 shares of Holdings II's Common Stock per outstanding share of the Terminating Corporation not held by Holdings II).
3. The Certificate of Formation of the Surviving Entity, as now in force and effect, shall continue to be the Certificate of Formation of said Surviving Entity, with the exception that the name of the Surviving Entity will be changed to "Pittsburgh Steelers LLC" at the effective time of the Merger. Said Certificate of Formation, as amended by the name change, shall continue in full force and effect until amended and changed in the manner prescribed by the provisions of the LLC Act.
4. The manager in office of the Surviving Entity at the effective time of the Merger shall be the manager of the Surviving Entity, who shall hold such office until its tenure is terminated in accordance with the operating agreement of the Surviving Entity or the LLC Act.
5. This Agreement and Plan of Merger may be amended by the mutual agreement of the Surviving Entity and the Terminating Corporation, except that an amendment made subsequent to the adoption of this Agreement and Plan of Merger by the shareholders of the Terminating Corporation shall not change (1) the merger consideration to be received in exchange for or on conversion of shares of the Terminating Corporation, (2) any provision of the Certificate of Formation of the Surviving Entity, (3) the conditions set forth in Section 6 below or (4) any other matter provided for under the PBCL or the LLC Act.

6. The following shall be conditions to the effectiveness and consummation of this Agreement and Plan of Merger:

(a) at or about the time of the Merger, the Loan Availability under that certain Revolving Credit Agreement dated December 30, 2008, as amended, among PSSI, the guarantors, lenders and agents ("PSSI Credit Agreement") thereto shall have increased to approximately \$210 million; and

(b) the conditions set forth in sections 7.4.3 other than subclause (iv) of the PSSI Credit Agreement shall have been satisfied.

7. Immediately following the Merger and in any event not later than one business day after the Merger, 1933 Sports Management LLC, a Pennsylvania limited liability company shall purchase a portion of the shares issued in the Merger as set forth in that certain letter dated September __, 2009 from 1933 Sports Management LLC to PSSI.

8. The Terminating Corporation and the Surviving Entity agree that they will cause to be executed and filed and recorded any document or documents prescribed by the laws of the Commonwealth of Pennsylvania, and that they will cause to be performed all necessary acts within the Commonwealth of Pennsylvania and elsewhere to effectuate the merger herein provided for.

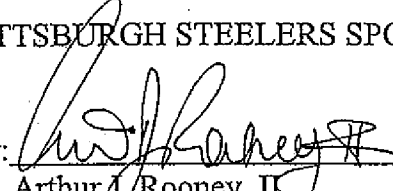
9. The Board of Directors and the proper officers of the Terminating Corporation and the manager of the Surviving Entity are hereby authorized, empowered, and directed to do any and all acts and things, and to make, execute, deliver, file, and record any and all instruments, papers, and documents which shall be or become necessary, proper, or convenient to carry out or put into effect any of the provisions of this Agreement and Plan of Merger or of the merger herein provided for.

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IN WITNESS WHEREOF, this Agreement and Plan of Merger is hereby duly executed on behalf of each of the parties hereto.

PITTSBURGH STEELERS SPORTS, INC.

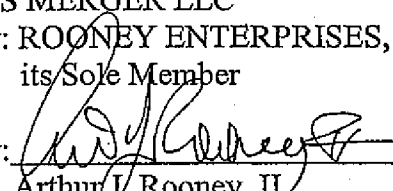
By: _____


Arthur J. Rooney, II
President

PSS MERGER LLC

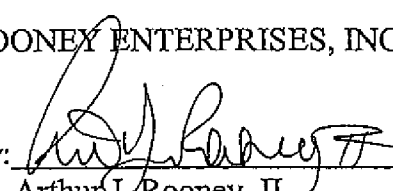
By: ROONEY ENTERPRISES, INC.
its Sole Member

By: _____


Arthur J. Rooney, II
Secretary

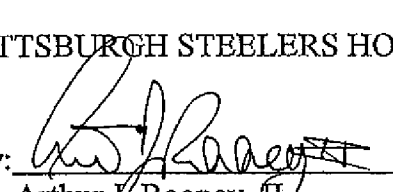
ROONEY ENTERPRISES, INC.

By: _____


Arthur J. Rooney, II
Secretary

PITTSBURGH STEELERS HOLDINGS INC.

By: _____


Arthur J. Rooney, II
President

COMMONWEALTH OF PENNSYLVANIA

DEPARTMENT OF STATE

SEPTEMBER 22, 2009

TO ALL WHOM THESE PRESENTS SHALL COME, GREETING:

PSS MERGER LLC

I, Pedro A. Cortés, Secretary of the Commonwealth of Pennsylvania
do hereby certify that the foregoing and annexed is a true and correct
copy of

Certificate of Organization filed on August 19, 2009,
STATEMENT OF CORRECTION filed on September 17, 2009

which appear of record in this department.



IN TESTIMONY WHEREOF, I have
hereunto set my hand and caused
the Seal of the Secretary's Office to
be affixed, the day and year above
written.

Pedro A. Cortés

Secretary of the Commonwealth

Corporation Service Company

100780-020 Kcl

Commonwealth of Pennsylvania
CERTIFICATE OF ORGANIZATION 3 Page(s)



T0923164058

**CERTIFICATE OF ORGANIZATION
OF
PSS MERGER LLC**

In compliance with the requirements of 15 Pa.C.S. §8913 (relating to certificate of organization), the undersigned desiring to organize a limited liability company hereby certifies that:

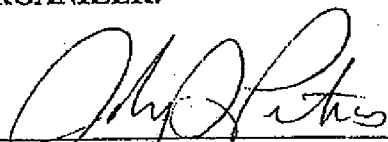
1. The name of the limited liability company is: PSS Merger LLC
2. The address of the registered office of the limited liability company in Pennsylvania is: 3400 S. Water Street, Pittsburgh, PA 15203, Allegheny County.
3. The Company shall have perpetual existence.
4. The interest of a member in the Company may be evidenced by a certificate of membership interest. The procedures for assignment or transfer of a certificate of membership interest shall be as set forth in the operating agreement of the Company or other agreement to which a member is party. The rights and obligations of the holders of membership interests represented by certificates and the rights and obligations of holders of uncertificated membership interests of the same type or class and series shall be identical.
5. Management of the Company shall be vested in one or more managers. The number of managers and the manner in which they are selected shall be as prescribed in or by the operating agreement.
6. 5 Pa.C.S. § 8904(a) shall not apply to the Company.
7. This certificate of organization and the operating agreement may be amended in the manner prescribed at the time by statute, and all rights of members of the limited liability company conferred on them in this certificate of organization or otherwise are subject to this reservation.

8. The name and address of the organizer are:

Jody L. Petras
c/o Buchanan Ingersoll & Rooney PC
One Oxford Centre - 20th Floor
301 Grant Street
Pittsburgh, Pennsylvania 15219-1410

IN WITNESS WHEREOF, the undersigned has executed this certificate of organization as the organizer of the limited liability company as of the 19^m day of August, 2009.

ORGANIZER:



Jody L. Petras