## 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
Jacksonville Jaguars, Ltd.		01/04/2012	LIMITED PARTNERSHIP: FLORIDA

## **RECEIVING PARTY DATA**

Name:	Jacksonville Jaguars, LLC
Street Address:	One Everbank Field Drive
City:	Jacksonville
State/Country:	FLORIDA
Postal Code:	32202
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

PROPERTY NUMBERS Total: 29

900212113

Property Type	Number	Word Mark
Registration Number:	3240452	COOLCATS CLUB
Registration Number:	3615091	D-LINE
Registration Number:	3637494	CHAMPIONS CLUB
Registration Number:	3434096	JACKSONVILLE JAGUARS
Registration Number:	3347206	
Registration Number:	2482594	JAXSON DE VILLE
Registration Number:	2056238	THE ROAR
Registration Number:	2103809	
Registration Number:	2103808	7
Registration Number:	2169821	
Registration Number:	2468047	
Registration Number:	2167854	JACKSONVILLE JAGUARS
Registration Number:	2274675	JACKSONVILLE JAGUARS
Registration Number:	2019500	JACKSONVILLE JAGUARS  TRADEMARK

REEL: 004698 FRAME: 0586

3240452

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Serial Number:	77123047	JAGUARS
Serial Number:	76108735	KILLA B'S 21 25
Serial Number:	76108733	THUNDER & LIGHTNING 82 87
Serial Number:	76108732	HARDY BOYZ 56 51
Serial Number:	75347171	IT'S TIME FOR JAGUARS FOOTBALL
Serial Number:	75347170	IT'S TIME FOR JAGUARS FOOTBALL
Serial Number:	75347169	STAND UP FOR WHAT YOU LOVE
Serial Number:	75346933	STAND UP FOR WHAT YOU LOVE
Registration Number:	2162749	COOLCATS CLUB
Serial Number:	74555993	THE ONLY GAME IN TOWN
Serial Number:	74524755	VOICE OF THE JAGUARS
Serial Number:	74524754	WJAG
Serial Number:	74524753	THE 30TH FRANCHISE
Serial Number:	74524752	JAGUAR PASSION
Serial Number:	74524751	JAGUARS NETWORK

## **CORRESPONDENCE DATA**

Fax Number: (212)969-2900 Phone: (212) 969-3000

Email: trademark@proskauer.com

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent

via US Mail.

Correspondent Name: Jenifer deWolf Paine
Address Line 1: Eleven Times Square

Address Line 4: New York, NEW YORK 10036-8299

ATTORNEY DOCKET NUMBER:	42804-001 JAX ASSIGNMENT		
NAME OF SUBMITTER:	Jenifer deWolf Paine		
Signature:	/Jenifer deWolf Paine/		
Date:	01/13/2012		

#### Total Attachments: 6

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#### TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT (this "<u>Assignment</u>") is executed and delivered on January 4, 2012 (the "<u>Effective Date</u>") by Jacksonville Jaguars, Ltd., a Florida limited partnership ("<u>Assignor</u>"), in favor of Jacksonville Jaguars, LLC (formerly known as Regent Sports Management, LLC), a Delaware limited liability company ("<u>Assignee</u>"). All capitalized terms used in this Assignment and not defined herein shall have the respective meanings ascribed to such terms in that certain Asset Purchase Agreement, dated as of November 29, 2011 (as amended, restated, supplemented, waived or otherwise modified from time to time, the "<u>Purchase Agreement</u>"), among Assignee, Assignor and Shahid Rafiq Khan.

WHEREAS, Assignor is the owner of each of the United States federal and state trademark registrations and applications set forth on <u>Schedule A</u> attached hereto, in each case, together with the goodwill of the business associated therewith (collectively, the "Marks");

WHEREAS, pursuant to the Purchase Agreement, Assignor wishes to assign to Assignee, and Assignee wishes to acquire from Assignor, the Marks; and

WHEREAS, Assignee is a successor to that part of Assignor's business to which the Marks pertain, and that business is ongoing and existing.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged:

- 1. Assignor hereby sells, assigns, transfers and sets over to Assignee the entire right, title and interest in and to the Marks, together with all goodwill of the business associated therewith, for the United States (federal and state) and for all foreign countries, including, without limitation, any registrations and applications therefor, any renewals and extensions of the registrations, and all other corresponding rights that are or may be secured under the laws of the United States (federal or state) or any foreign country, now or hereafter in effect, for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment had not been made, together with all income, royalties or payments due or payable as of the Effective Date or thereafter, including, without limitation, all claims for damages by reason of past, present or future infringement or other unauthorized use of the Marks, 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 or other legal representatives.
- 2. Assignor hereby authorizes and requests the Commissioner of Patents and Trademarks, and the corresponding entities or agencies in any applicable foreign countries or U.S. states, to record Assignee as the assignee and owner of the Marks.
- 3. This Assignment shall be governed by and construed in accordance with the laws of the State of Florida, without regard, however, to such jurisdiction's principles of conflicts of laws. This Assignment may be executed in any number of counterparts, each of which shall be

deemed an original, but all of which together shall constitute one and the same instrument. Any counterpart or other signature delivered by facsimile or portable document format (PDF) shall be deemed for all purposes as being good and valid execution and delivery of this Assignment by that party.

[Signature Page Follows.]

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be duly executed and delivered as of the Effective Date.

JACKSONVILLE JAGUARS, LLC

Name: Thomas D. Clarkson

Title: Vice President and Chief

**Financial Officer** 

JACKSONVILLE JAGUARS, LTD.

V.

Name:

Title:

(Signature Page to Trademark Assignment)

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be duly executed and delivered as of the Effective Date.

JACKSONVILLE JAGUARS, LLC

By:\_\_\_\_\_

Name: Thomas D. Clarkson
Title: Vice President and Chief

Financial Officer

JACKSONVILLE JAGUARS, LTD.

Name: J. Wayne Weaver

Title: Chairman

## **SCHEDULE A**

# **U.S. TRADEMARK REGISTRATIONS AND APPLICATIONS**

Mark	Jurisdiction	Filing Date	Reg. No./ Serial No.	Status
COOLCATS CLUB	United States	November 3, 2004	Reg. #: 3240452	Live
D-LINE®	United States	July 24, 2008	Reg. #: 3615091	Live
	United States	February 21, 2008	Reg. #: 3637494	Live
JACKSONVILLE JAGUARS	United States	March 6, 2007	Reg. #: 3434096	Live
	United States	March 6, 2007	Reg. #: 3347206	Live
JAXSON DE VILLE	United States	July 26, 1996	Reg. #: 2482594	Live
THE ROAR	United States	August 30, 1995	Reg. #: 2056238	Live
	United States	February 10, 1995	Reg. #: 2103809	Live
	United States	February 10, 1995	Reg. #: 2103808	Live
	United States	January 25, 1995	Reg. #: 2169821	Live
	United States	January 25, 1995	Reg. #: 2468047	Live
	United States	January 25, 1995	Reg. #: 2167854	Live
JACKSONVILLE JAGUARS	United States	August 1, 1994	Reg. #: 2274675	Live
JACKSONVILLE JAGUARS	United States	September 17, 1993	Reg. #: 2019500	Live
JAGUARS	United States	March 6, 2007	Serial #: 77123047	Dead/ Abandoned
	United States	August 14, 2000	Serial #: 76108735	Dead/ Abandoned
	United States	August 14, 2000	Serial #: 76108733	Dead/ Abandoned

Mark	Jurisdiction	Filing Date	Reg. No./ Serial No.	Status
11=0)56	United States	August 14, 2000	Serial #: 76108732	Dead/ Abandoned
IT'S TIME FOR JAGUARS FOOTBALL	United States	August 26, 1997	Serial #: 75347171	Dead/ Abandoned
IT'S TIME FOR JAGUARS FOOTBALL	United States	August 26, 1997	Serial #: 75347170	Dead/ Abandoned
STAND UP FOR WHAT YOU LOVE	United States	August 26, 1997	Serial #: 75347169	Dead/ Abandoned
STAND UP FOR WHAT YOU LOVE	United States	August 26, 1997	Serial #: 75346933	Dead/ Abandoned
COOLCAIS	United States	September 23, 1996	Reg. #: 2162749	Dead/ Cancelled
THE ONLY GAME IN TOWN	United States	August 1, 1994	Serial #: 74555993	Dead/ Abandoned
VOICE OF THE JAGUARS	United States	May 16, 1994	Serial #: 74524755	Dead/ Abandoned
WJAG	United States	May 16, 1994	Serial #: 74524754	Dead/ Abandoned
THE 30TH FRANCHISE	United States	May 16, 1994	Serial #: 74524753	Dead/ Abandoned
JAGUAR PASSION	United States	May 16, 1994	Serial #: 74524752	Dead/ Abandoned
JAGUARS NETWORK	United States	May 16, 1994	Serial #: 74524751	Dead/ Abandoned
JAGUARS	Florida	March 28, 2008	Reg. #: T08000000386	Active
DESIGN OF JAGUAR HEAD	Florida	March 28, 2008	Reg. #: T08000000385	Active
JACKSONVILLE JAGUARS	Florida	December 10, 1992	Reg. #: T92000000164	Active

**RECORDED: 01/13/2012**