

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 |
| CLASSIC INK, INC. | | 01/29/2013 | CORPORATION: TEXAS |
| RECEIVING PARTY DATA | | | |
| Name: | AMERICAN SOCCER LEAGUE, LLC | | |
| Street Address: | 501 Brickell Key Drive, Suite 405 | | |
| City: | Miami | | |
| State/Country: | FLORIDA | | |
| Postal Code: | 33131 | | |
| Entity Type: | LIMITED LIABILITY COMPANY: DELAWARE | | |
| PROPERTY NUMBERS Total: 2 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 3027050 | CALIFORNIA SURF | |
| Registration Number: | 3264260 | CHICAGO STING | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | 2062609134 | | |
| <i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i> | | | |
| Phone: | (206) 903-8839 | | |
| Email: | haggerty.patchen@dorsey.com | | |
| Correspondent Name: | Patchen M. Haggerty | | |
| Address Line 1: | 701 Fifth Ave., Ste. 6100 | | |
| Address Line 2: | Dorsey & Whitney LLP | | |
| Address Line 4: | Seattle, WASHINGTON 98104 | | |
| ATTORNEY DOCKET NUMBER: | 491034-00002 | | |
| NAME OF SUBMITTER: | Patchen M. Haggerty | | |
| Signature: | /Patchen M. Haggerty/ | | |

CH \$65.00 3027050

TRADEMARK

Date:

02/12/2013

Total Attachments: 9

source=Executed NASL-CSL TM agreement#page1.tif

source=Executed NASL-CSL TM agreement#page2.tif

source=Executed NASL-CSL TM agreement#page3.tif

source=Executed NASL-CSL TM agreement#page4.tif

source=Executed NASL-CSL TM agreement#page5.tif

source=Executed NASL-CSL TM agreement#page6.tif

source=Executed NASL-CSL TM agreement#page7.tif

source=Executed NASL-CSL TM agreement#page8.tif

source=Executed NASL-CSL TM agreement#page9.tif

ASSIGNMENT AGREEMENT

THIS ASSIGNMENT AGREEMENT (the "Agreement"), made effective as of this 29th day of January, 2013 (the "Agreement Date" or "Effective Date"), by and among **CLASSIC INK, INC.**, a Texas corporation ("Assignor" or "CII") and **NORTH AMERICAN SOCCER LEAGUE, LLC**, a Delaware LLC ("Assignee" or "NASL"), having a principal place of business at 501 Brickell Key Drive, Suite 405, Miami, FL 33131.

PREAMBLE

WHEREAS, CII is in the business of manufacturing, distributing and selling t-shirts and apparel items;

WHEREAS CII is the owner of certain trademarks and trademark rights used in connection with its apparel business;

WHEREAS CII is the registered owner and/or owner of record of the "Soccer Team Trademarks" (as such term is defined below);

WHEREAS, CII is the common law right holder and beneficial owner of the Soccer Team Trademarks as used with the identified goods/services;

WHEREAS, CII is the registered owner of the Domain Name (as such term is defined below);

WHEREAS, CII has agreed with NASL that, for the consideration hereinafter appearing, and subject always to the terms and conditions hereof, CII shall transfer to NASL all rights it possesses with respect and relating to the Soccer Team Trademarks and the Domain Name, and, as beneficial owner, shall assign to NASL all rights it possesses in and relating to the Soccer Team Trademarks and Domain Name; and

WHEREAS, CII has also agreed to transfer all rights it possesses to the Minnesota Kicks Application and trademark at such time as such as such application proceeds to registration.

NOW, THEREFORE, for and in consideration of the premises and the mutual covenants herein contained and other good and valuable consideration flowing between the parties hereto, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

DEFINITIONS

For purposes of this Agreement, the following terms and variations thereof shall have the meanings specified or referred to herein except to the extent the context requires otherwise:

(a) "Agreement" shall have the meaning set forth in the preamble.

(b) "Agreement Date" and "Effective Date" shall have the meaning set forth in the preamble.

(c) "Breach" means any breach of, or any inaccuracy in, any representation or warranty or any breach of, or failure to perform or comply with, any covenant or obligation, in or of this Agreement or any other contract, or any event which with the passing of time or the giving of notice, or both, would constitute such a breach, inaccuracy or failure.

(d) "Damages" shall mean any loss, liability, claim, judgment, cause of action, damage, expense (including costs of investigation and defense and reasonable attorneys' fees and expenses) or diminution of value, whether or not involving a third-party claim (collectively, "Damages").

(e) "Domain Name" shall mean the domain name <chicagosting.com>.

(f) "Minnesota Kicks Application" shall mean U.S. Appl. Serial No. 85/760,318 for the mark Minnesota Kicks & Design.

(g) "Party" and "Parties" shall mean Assignor and/or Assignee.

(h) "Person" shall mean an individual, corporation, limited liability company, partnership, association, trust or any other entity or organization, including any governmental entity.

(i) "Soccer Team Trademarks" shall mean the: (1) "California Surf®" registration, U.S. Trademark Reg. No. 3,027,050; and (2) "Chicago Sting®" logo registration, U.S. Trademark Reg. 3,264,260, as well as any common law rights relating thereto, including without limitation the California Surf and Chicago Sting trademarks, and any rights in related goods and services as associated therewith.

ARTICLE 1 - ASSIGNMENT

1.1 Based on and subject to the terms and conditions set forth in this Agreement, CII hereby sells, assigns and transfers to NASL, and NASL hereby agrees to purchase from CII, all of CII's right, title and interest in and to the Soccer Team Trademarks and the Domain Name as of the Effective Date, which includes the transfer of:

- (i) all the property, right, title and interest in and to the Soccer Team Trademarks and the Domain Name;
- (ii) all common law rights connected therein together with the goodwill of the business relating to the goods and services in respect of which the Soccer Team Trademarks are used and all rights therein at common law;
- (iii) the full benefit of the Soccer Team Trademarks and all business goodwill associated and symbolized with and by the Soccer Team Trademarks;

- (iv) all rights to register and renew registrations for the Soccer Team Trademarks for the identified goods/services; and
- (v) all rights, both at law and in equity, to maintain and enforce any rights in the Soccer Team Trademarks, including, but not being limited to, commencing and maintaining legal proceedings for passing off or infringement of any of the Soccer Team Trademarks or any such similar proceedings with respect to the Soccer Team Trademarks.

1.2 Assignor represents and warrants that:

- (i) Assignor solely and exclusively owns the entire right, title and interest in and to the Soccer Team Trademarks;
- (ii) all registrations for the Soccer Team Trademarks and Domain Name are currently valid and subsisting and in full force and effect;
- (iii) Assignor is the sole and exclusive owner of record of the Domain Name;
- (iv) Assignor has not licensed or assigned the Soccer Team Trademarks and/or Domain Name to any other person or entity or granted, either expressly or impliedly, any trademark rights with respect to the Soccer Team Trademarks to any other person or entity;
- (v) there are no liens or security interests against the Soccer Team Trademarks and/or Domain Name;
- (vi) Assignor has all authority necessary to enter into this Agreement;
- (vii) the execution and delivery of this Agreement has been duly and validly authorized;
- (viii) Assignor's rights to the Soccer Team Trademarks are valid and enforceable and have not been abandoned;
- (ix) there are no claims, threatened or pending, against the Soccer Team Trademarks and/or Domain Name; and
- (x) execution of this Agreement and performance of Assignor's obligations hereunder shall not violate or conflict with any other agreement to which Assignor is a party or provision of Assignor's Certificate of Incorporation or By-laws;

provided, however, that the above transfer of rights and assignment is given subject to it being understood that CII neither warrants nor guarantees that it holds every possible right, registered or at common law, associated with the soccer team name that is subject to any of the Soccer Team Trademarks, such as rights to use said soccer team name in a manner unassociated with the goods/services covered by the Soccer Team Trademarks.

1.3 With regard to the Minnesota Kicks Application, CII agrees that:

- (i) it will diligently prosecute the Minnesota Kicks Application, at its expense, until such time as the Minnesota Kicks Application proceeds to registration;
- (ii) at such time as the Minnesota Kicks Application proceeds to registration in the U.S Patent and Trademark Office, it will

- (iii) immediately assign the Minnesota Kicks Application to the NASL, and all right, title and interest in and to the mark that is the subject of such Minnesota Kicks Application (the "*Minnesota Kicks Mark*"), and the goodwill associated therewith, upon the same terms and conditions as set forth in Section 1.1 of this Agreement and for a payment price of Twenty Thousand Dollars (\$20,000) payable upon transfer; and it will not abandon its rights to the Minnesota Kicks Mark within the meaning of 15 U.S.C. § 1127 prior to the time that such Mark is transferred to the NASL.

- 1.4 Assignee shall have sole responsibility for filing any recordation paperwork regarding this Agreement with the U.S. Patent & Trademark Office Assignments Branch.

ARTICLE 2 - CONSIDERATION

- 2.1 Payment for Soccer Team Trademarks and Domain Name: Assignee shall pay Assignor Forty Thousand Dollars (\$40,000) in a single lump-sum payment directly to CII c/o Jeff Henderson upon execution of this Agreement, with the assignment of rights to the Soccer Team Trademarks and Domain Name being effective as of the Effective Date.
- 2.2 Payment for Minnesota Kicks Application: At such time as the Minnesota Kicks Application proceeds to registration in the U.S Patent and Trademark Office, and upon assignment of the Minnesota Kicks Application to the NASL, and provided CII is otherwise in compliance with Section 1.3, NASL shall pay a further Twenty Thousand Dollars (\$20,000) to CII c/o Jeff Henderson.
- 2.3 Follow-on Payments: Assignee shall also pay the following within thirty (30) days of the adoption of any of the Soccer Team Trademarks and/or the Minnesota Kicks Mark by a team in the NASL or the MLS:
 - (i) \$15,000 per mark if an NASL team decides to use such mark as its primary brand (i.e., as the name of any NASL soccer team name or brand); provided, however, no follow-on payment shall be due pursuant to this Section 2.3(i) if any NASL team uses any such mark only for commercial and promotional purposes and not in NASL league games more than six (6) times per calendar year; and
 - (ii) \$30,000 per mark if a team that plays in NASL later decides to use such Soccer Team Trademark as its primary brand (e.g. any part of the soccer team name or brand) in conjunction with MLS.
- 2.4 The Assignee represents and warrants that: (a) it has the authority to enter into the Agreement; (b) it has sufficient funds to make the lump-sum payment provided for in Section 2.1 hereof; (c) it will be its responsibility to pay for the follow-on payments regardless of Assignee's involvement with the adoption of the Soccer Team Trademark; and (d) NASL accepts the assignment of rights in an "AS IS" condition without any other guarantees or other warranties of any kind from

- Assignee, except for those representations and warranties set forth in Section 1.2 above.
- 2.5 Assignee will have no rights to the Soccer Team Trademarks until a complete payment of money specified in Section 2.1 set forth above has been made under this Agreement, and Assignee agrees not to use the Soccer Team Trademark or transfer the mark in any manner before such payment of money is made by Assignee.
- 2.6 Except as otherwise provided for in this Agreement, each of the Assignor and Assignee shall be responsible for and shall pay all of its own expenses incurred in connection with this Agreement and with the transactions contemplated hereby, including, without limitation, all legal fees and other expenses incident to the negotiation and preparation of this Agreement.

ARTICLE 3 – MISCELLANEOUS

- 3.1 Independent Contractor. Nothing in this Agreement shall in any way be construed to constitute the Parties as the agent, employee or representative of the other. The Parties acknowledge that in performing their obligations under this Agreement it is an independent contractor, without any authority or right to act in the name of the other except as expressly provided herein. The Parties shall not have the authority to conclude contracts for, on behalf of, or in the name of any other Party, or otherwise to bind the other to any legal obligation or undertaking, or to represent to any third parties that it has such authority, or purport to attempt to exercise any such authority in violation of this Agreement. Except to the extent provided in this Agreement, neither the Parties, nor their employees (including its third party contractors), shall be entitled to any benefits provided by the other Parties to its employees.
- 3.2 Notices. All notices, requests, demands or other communications required or permitted to be given or made under this Agreement shall be in writing and shall be deemed to be given on the date of delivery personally, on the next business day following the date sent by overnight courier or by deposit in the United States Mail, postage prepaid, by registered or certified mail, return receipt requested, to the address of each party set forth in the first paragraph of this Agreement or to such other address as a party shall designate by notice to the other party in accordance herewith.

Address/Assignor Contact:

Jeff Henderson
Classic Ink, Inc.
2485 Merritt Dr.
Garland, TX 75041
P: 214.221.7669 x102
F: 214.341.7555

with a copy to:

D. Scott Hemingway
Hemingway & Hansen, LLP
1700 Pacific Ave., Suite 4800
Dallas, TX 75201
(214) 292-8301 (ph.)
(214) 292-8999 (fax)
shemingway@hh-iplaw.com

Address/Assignee Contact:

Rishi Sehgal
Director of Business Development & Legal Affairs
North American Soccer League
501 Brickell Key Drive - Suite 405
Miami, FL 33131
786.728.8989 (office)
rsehgal@nasl.com

- 3.3 No Indemnification. NASL hereby accepts all responsibility for its actions in commerce with respect to the use of the Soccer Team Trademarks without any recourse against Assignor for indemnity. Assignee does not extend any type of indemnity or hold harmless rights to NASL for the assignment or use of the Soccer Team Trademarks in commerce. In no event shall Assignor be responsible for indemnification or payment of any Damages suffered or inflicted or claimed to have been caused by the Assignee's actions (or any third party's actions) in the marketplace.
- 3.4 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas without regard to conflicts-of-laws principles that would require the application of any other law.

- 3.5 Survival. Any provisions of this Agreement, which by their nature are intended to survive expiration or termination hereof, shall survive expiration or any termination of this Agreement.
- 3.6 Counterparts. This Agreement may be executed in one or more counterparts, each of which will be deemed to be an original copy of this Agreement and all of which, when taken together, will be deemed to constitute one and the same agreement. The exchange of copies of this Agreement and of signature pages by facsimile transmission or electronic mail shall constitute effective execution and delivery of this Agreement as to the parties and may be used in lieu of the original Agreement for all purposes. Signatures of the parties transmitted by facsimile or electronic mail shall be deemed to be their original signatures for all purposes.
- 3.7 Waivers. No waiver shall be effective unless it is in writing, signed by the Party against which the waiver is claimed. The failure of the Parties to require performance under any provision of this Agreement shall in no way affect the right of a Party to require full performance at any subsequent time, nor shall the waiver by either Party of a breach of any provision of this Agreement constitute a waiver of any succeeding breach of the same or any other provision.
- 3.8 Entire Agreement. This Agreement constitutes the entire agreement between the Parties with respect to the subject matter hereof, and supersedes all prior representations, negotiations, writings, memoranda and agreements, either oral or written, with respect thereto.
- 3.9 Amendment, Modification. No modification, variation, supplement or amendment of this Agreement shall be of any force unless it is in writing and has been signed by the Parties.
- 3.10 Headings. Titles of sections and subsections are for convenience only and neither limits nor amplifies the provisions of this Agreement.
- 3.11 Severable. If any one or more provisions of the Agreement shall be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein shall not in any way be affected or impaired thereby. The Parties agree to negotiate in good faith, in order to replace the invalid provisions with valid provisions that conform as closely as possible to the economic and commercial intent of the invalid provisions.
- 3.12 Force Majeure. None of the Parties shall be liable to the others for delays or failures in performance under this Agreement due to acts of God, governmental authority or public enemy, fire, flood, strike, labor disturbance, epidemic, war, riot, civil disturbance, power failure, embargo, shortages in materials, components or services, boycotts, transportation delays or any other cause beyond the control of the Party claiming force majeure.

- 3.13 No Third Party Rights. Nothing in this Agreement shall give rise to any rights in any person or entity that is not a Party to this Agreement.
- 3.14 Usage. In this Agreement, unless a clear contrary intention appears: (i) the singular number includes the plural number and vice versa; (ii) reference to any gender includes each other gender; (iii) "or" is used in the inclusive sense of "and/or."
- 3.15 Legal Representation of the Parties. This Agreement was negotiated by the parties with the benefit of legal representation, and any rule of construction or interpretation otherwise requiring this Agreement to be construed or interpreted against any party shall not apply to any construction or interpretation hereof.
- 3.16 Cooperation Following the Execution. Following the execution of this Agreement, each party shall deliver to the other such further information and documents and shall execute and deliver to the other such further instruments and agreements as the other party shall reasonably request to consummate or confirm the transactions provided for in this Agreement, to accomplish the purpose of this Agreement or to assure to the other party the benefits of this Agreement, including, but not limited to, initiating the transfer of the Domain Name.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

"ASSIGNOR"

"ASSIGNEE"

Classic Ink, Inc.

North American Soccer League, LLC

By:

By:

Name: Jeff Henderson
Title: President

Name: Rishi Sehgal
Title: Director of Business Development
& Legal Affairs

- 3.13 No Third Party Rights. Nothing in this Agreement shall give rise to any rights in any person or entity that is not a Party to this Agreement.
- 3.14 Usage. In this Agreement, unless a clear contrary intention appears: (i) the singular number includes the plural number and vice versa; (ii) reference to any gender includes each other gender; (iii) "or" is used in the inclusive sense of "and/or."
- 3.15 Legal Representation of the Parties. This Agreement was negotiated by the parties with the benefit of legal representation, and any rule of construction or interpretation otherwise requiring this Agreement to be construed or interpreted against any party shall not apply to any construction or interpretation hereof.
- 3.16 Cooperation Following the Execution. Following the execution of this Agreement, each party shall deliver to the other such further information and documents and shall execute and deliver to the other such further instruments and agreements as the other party shall reasonably request to consummate or confirm the transactions provided for in this Agreement, to accomplish the purpose of this Agreement or to assure to the other party the benefits of this Agreement, including, but not limited to, initiating the transfer of the Domain Name.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

"ASSIGNOR"

"ASSIGNEE"

Classic Ink, Inc.

North American Soccer League, LLC

By:



Name: Jeff Henderson
Title: President

By:



Name: Bill Peterson
Title: Commissioner