

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
North American Soccer League, LLC		01/01/2013	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	Minnesota Soccer Holdings, LLC		
Street Address:	1260 Woodhill Avenue		
City:	Wayzata		
State/Country:	MINNESOTA		
Postal Code:	55391		
Entity Type:	LIMITED LIABILITY COMPANY: MINNESOTA		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Serial Number:	85559932	MINNESOTA STARS	
Serial Number:	85559923	MINNESOTA STARS	
Serial Number:	85559943	MINNESOTA STARS FC L'ÉTOILE DU NORD	
Serial Number:	85559953	MINNESOTA STARS FC L'ÉTOILE DU NORD	
CORRESPONDENCE DATA			
Fax Number:	2129537201		
	<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>		
Phone:	212.415.9200		
Email:	ny.trademark@dorsey.com		
Correspondent Name:	Patchen M. Haggerty		
Address Line 1:	Dorsey & Whitney LLP		
Address Line 2:	51 West 52nd Street		
Address Line 4:	New York, NEW YORK 10019-6119		
ATTORNEY DOCKET NUMBER:	491034-00002		

OP \$115.00 85559932

NAME OF SUBMITTER:	Patchen M. Haggerty
Signature:	/Patchen M. Haggerty/
Date:	02/26/2013
Total Attachments: 7 source=Bill of Sale--Executed#page1.tif source=Bill of Sale--Executed#page2.tif source=Bill of Sale--Executed#page3.tif source=Bill of Sale--Executed#page4.tif source=Bill of Sale--Executed#page5.tif source=Bill of Sale--Executed#page6.tif source=Bill of Sale--Executed#page7.tif	

BILL OF SALE

This BILL OF SALE is made as of January 1, 2013, by **MN STARS HOLDINGS, LLC**, a Minnesota limited liability company ("Seller"), in favor of **MINNESOTA SOCCER HOLDINGS, LLC**, a Minnesota limited liability company, and its successors and assigns ("Buyer").

RECITALS

WHEREAS, pursuant to the Agreement dated as of January 1, 2013 ("Purchase Agreement") among Seller, Buyer, and North American Soccer League, LLC, a Delaware limited liability company ("NASL"), Seller has agreed to sell, transfer and assign the assets (the "Assets") described in this Bill of Sale to Buyer; and

WHEREAS, pursuant to due authorization, Seller is presently executing and delivering this Bill of Sale to Buyer for the purpose of selling, transferring and assigning to and vesting in Buyer all of Seller's right, title, and interest in and to the Assets.

NOW, THEREFORE, for good and valuable consideration, and intending to be legally bound, Seller hereby sells, conveys, assigns, transfers, sets over to, and vests in Buyer, all of Seller's right, title, and interest, legal and equitable, in and to all of the following assets, rights and properties (the "Assets"):

(a) Tangible Assets. The tangible personal property of Seller described on Schedule 1 attached hereto.

(b) Intellectual Property. All intellectual property used and owned by Seller, including but not limited to trade names, trademarks, service marks, logos, websites, internet addresses, URLs and copyrights described on Schedule 2. Specifically, Seller transfers to Buyer the name "Minnesota Stars."

To have and to hold the same unto Buyer, and its legal representatives, successors and assigns, and, Seller hereby warrants good and valid title to the Assets unto Buyer, free and clear of all liens, assignments, encumbrances, security interests, charges or restrictions. Seller further agrees as follows:

1. Execution of Additional Documentation. Seller and its successors and assigns, hereby covenants that, at any time and from time to time, after the delivery of this Bill of Sale, at Buyer's request and without further consideration, Seller shall do, execute, acknowledge, and deliver, or will cause to be done, executed, acknowledged, and delivered, all and every such further acts, conveyances, transfers, assignments, and assurances as Buyer may reasonably require more effectively to convey, transfer or vest in Buyer any of the Assets, or to better enable Buyer to realize upon or otherwise enjoy any of the Assets or to carry into effect the intent and purposes of the Purchase Agreement and of this instrument.

2. No Modification of Purchase Agreement. Neither the making nor the acceptance of this instrument shall enlarge, restrict or otherwise modify the terms of the Purchase Agreement, or constitute a waiver or release by Seller or Buyer of any liabilities, duties, or obligations imposed upon either of them by the terms of the Purchase Agreement, including, without limitation, the representations, warranties, and other provisions that the Purchase Agreement provides shall survive the date hereof.


3. Miscellaneous. The Assets are being sold by Seller subject to Seller's representations, warranties, and agreements contained in the Purchase Agreement. In the case of any Purchased Asset that cannot be effectively or validly transferred or assigned by Seller without the consent of another party, if and when such consents are obtained, this instrument shall automatically be effective to assign and transfer such Assets. This instrument is being executed by Seller and shall be binding upon Seller, its successors and assigns, for the uses and purposes stated in this Bill of Sale, and shall be effective as of the date stated above.

[Signature page to follow]

IN WITNESS HEREOF, Seller has caused this Bill of Sale to be duly executed on the date first above written.

MN STARS HOLDINGS, LLC

By: NORTH AMERICAN SOCCER
LEAGUE, LLC, its sole member

By: 
Name: G. A. P. S.
Title: Commissioner / CEO

Schedule 1

Tangible Assets

4 laptop computers

Laminator

Sub Board

Fridge

Kuerig coffee machines(2)

Office supplies

Admiral Gear

21.5" refurbished iMac, purchased February 2012

2 TB USB external hard drive

Canon Rebel T3i with 18-55mm f/3.5-5.6 IS Lens

55-250mm telephoto lens for

Four small Cowboy Studio photo lights w/ umbrellas

9x15 foot green screen

Camera accessories for T3i, grouped because they were purchased as a kit (separate flash, three filters, basic shoulder bag, tripod, card reader, cleaning kit)

Two additional non-OEM batteries



Total depreciated book value of the foregoing (after all write-offs are taken in accordance with the United States generally accepted accounting principles as in effect from time to time): \$0

Schedule 2

Intellectual Property Rights

Trademarks:

	MARK	SERIAL NO.	CLASS	GOODS/SERVICES
1.	MINNESOTA STARS	85/559932	41	Organizing sporting events, namely, soccer matches, competitions, and exhibitions; programming, production, and distribution of radio and television programs of soccer matches, competitions, and exhibitions; production and distribution of films featuring soccer matches, competitions, and exhibitions; production of CDs and DVDs featuring soccer matches, competitions, and exhibitions; programming, production and distribution of television programs, radio programs and continuing non-downloadable internet programs featuring soccer matches, competitions, and exhibitions via the Internet; providing a web site featuring information about soccer and soccer matches, competitions, and exhibitions; publication of printed matter; soccer fan club services; conducting soccer training camps and clinics; ticket reservation and booking services for soccer matches, competitions, and exhibitions
2.	MINNESOTA STARS	85/559923	25	Fan clothing for the Minnesota Stars FC professional soccer team, namely, scarves, jerseys, jackets and shirts

	MARK	SERIAL NO.	CLASS	GOODS/SERVICES
3.		85/559943	41	Organizing sporting events, namely, soccer matches, competitions, and exhibitions; programming, production, and distribution of radio and television programs of soccer matches, competitions, and exhibitions; production and distribution of films featuring soccer matches, competitions, and exhibitions; production of CDs and DVDs featuring soccer matches, competitions, and exhibitions; programming, production and distribution of television programs, radio programs and continuing non-downloadable internet programs featuring soccer matches, competitions, and exhibitions via the Internet; providing a web site featuring information about soccer and soccer matches, competitions, and exhibitions; publication of printed matter; soccer fan club services; conducting soccer training camps and clinics; ticket reservation and booking services for soccer matches, competitions, and exhibitions
4.		85/559953	25	Clothing, namely, hats, headwear, caps, scarves, shirts, T-shirts, sweatshirts, jerseys, jackets, shorts, bottoms, pants, warm up suits, wristbands, gloves, socks, footwear

Buyer acknowledges and agrees that the trademark applications set forth on Rows 2, 3 and 4 of this Schedule 2 have not yet received approval from the United States Patent and Trademark Office; that the National Hockey League has objected to Seller's rights to use or register the MINNESOTA STARS FC L'ÉTOILE DU NORD trademark, service mark and logos set forth in Rows 3 and 4 of this Schedule 2 (the "NHL Objections"); and that the Women's National Basketball Association (the "WNBA") filed a Request for Extension of Time to Oppose the trademark application set forth on Row 1 of this Schedule 2 (the "WNBA Objection"), though

the WNBA did not oppose this application prior to expiration of the opposition period. Seller expressly disclaims any and all warranties as to non-infringement as to the service mark set forth in Row 1 of this Schedule 2 solely to the extent of the WNBA Objection and as to the trademarks, service marks and logos set forth in Rows 3 and 4 of this Schedule 2 solely to the extent of the NHL Objections.