

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1

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<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
ARENA FOOTBALL ONE, LLC a/k/a AFL		02/25/2014	LIMITED LIABILITY COMPANY: LOUISIANA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	<del>FRYS ELECTRONICS, INC.</del> SABERCATS OF SAN JOSE, LLC		
<b>Street Address:</b>	600 E. Brokaw Road		
<b>City:</b>	San Jose		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	95112		
<b>Entity Type:</b>	CORPORATION: CALIFORNIA		
<b>PROPERTY NUMBERS Total: 3</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2885955	SAN JOSE SABERCATS EST. 1995	
<b>Registration Number:</b>	2668630	SAN JOSE SABERCATS	
<b>Registration Number:</b>	3954995	SAN JOSE SABERCATS	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	6508571288		
<b>Phone:</b>	(612) 492-6842		
<b>Email:</b>	mosier.laura@dorsey.com		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
<b>Correspondent Name:</b>	Dorsey & Whitney LLP		

NAME OF SUBMITTER:	Jeffrey R. Cadwell
Signature:	/Jeffrey R. Cadwell/
Date:	02/27/2014
<b>Total Attachments: 3</b> source=ARENA_FOOTBALL_Assignment#page1.tif source=ARENA_FOOTBALL_Assignment#page2.tif source=ARENA_FOOTBALL_Assignment#page3.tif	

## TRADEMARK ASSIGNMENT

This **Trademark Assignment Agreement** is by and between ARENA FOOTBALL ONE, LLC a/k/a AFL, a Louisiana Limited Liability Company, with a principal place of business located at 15 E. 5<sup>th</sup> Street, Suite 2221 in Tulsa, Oklahoma 74103 (the “**Assignor**”), and SABERCATS OF SAN JOSE, LLC, with its principal business address at 600 E. Brokaw Road in San Jose, California 95112 (the “**Assignee**”).

**WHEREAS**, Assignor is the owner of the entire right, title and interest in the marks identified on **Exhibit A** attached hereto (the “**Marks**”);

**WHEREAS**, Assignee wishes to acquire all of Assignor’s rights in the Marks worldwide and any applications and registrations therefor, including the registrations, applications and common law trademarks identified on **Exhibit A**, together with the goodwill associated therewith and symbolized by the Marks.

**NOW, THEREFORE**, for good and valuable consideration, receipt of which is hereby acknowledged, Assignor does hereby sell, assign and transfer and set over unto Assignee all right, title and interest in and to the Marks worldwide, and any applications and registrations therefor, including the applications and registrations identified on the attached **Exhibit A**, together with that part of the goodwill of the business associated with the use of and symbolized by the Marks, including without limiting the generality of the foregoing, the right of priority to file corresponding applications in any and all countries, and all claims for damages for past infringement thereof and the right to sue and collect such damages; the Marks to be held by Assignee for its own use and enjoyment and for the use and enjoyment of its successors and assigns as fully and entirely as they would have been held and enjoyed by Assignor had such assignment and sale not been made.

Assignor agrees that it or its representatives will, upon request, do all other lawful acts necessary to enable Assignee to obtain, maintain, and enforce full benefits from the rights and interests herein assigned.

Assignor agrees to execute and deliver at the request of Assignee all papers, instruments, and assignments, and to perform any other reasonable acts Assignee may request in order to vest all of Assignor's right, title, and interest in and to the Marks in Assignee and/or to provide evidence to support any of the foregoing in the event such evidence is deemed necessary by Assignee, to the extent such evidence is in the possession or control of Assignor.


Assignee agrees to exclusively license the Marks to Assignor at no cost. The Assignor under this license will have the exclusive right to the use of the Marks for all purposes in operating the Arena Football League in perpetuity without any licensing fee being required. Assignee will not use, transfer or assign to any third party the Marks in connection with an indoor football league in competition with Assignor for a period of two (2) years after termination, so long as the league has not sought protection under the United States bankruptcy laws and is playing an annual season of games.

This assignment shall be effective as of the date indicated below, shall be binding on the successors and assigns of Assignor, and shall inure to the benefit of the successors and assigns of Assignee.

Executed this 25<sup>th</sup> day of February, 2014



Arena Football One, LLC,  
a Louisiana corporation

Date: 2-25-14

Signature:   
By: Jerry B. Kurz  
Title: Comissioner  
Assignor: Arena Football One, LLC  
Address: 640 N. LaSalle Street #557  
Chicago, IL 60654

# EXHIBIT A

Federal Trademark Registration(s):

Mark	Class(es):	Reg. No.:	Reg. Date:
<b>SAN JOSE SABERCATS EST. 1995 &amp; Design</b> 	16, 25	2,885,955	September 21, 2004
<b>SAN JOSE SABERCATS &amp; Design</b> 	41	2,668,630	December 31, 2002
<b>SAN JOSE SABERCATS</b>	41	3,954,995	May 3, 2011