

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM332091

|   |  |                        |                                   |
|---|--|------------------------|-----------------------------------|
| <b>SUBMISSION TYPE:</b>   | NEW ASSIGNMENT                                     |                        |                                   |
| <b>NATURE OF CONVEYANCE:</b>  | ASSIGNMENT OF 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>                |
| Riverhounds Acquisition Group, L.P.   |  | 12/30/2014             | LIMITED PARTNERSHIP: PENNSYLVANIA |
| <b>RECEIVING PARTY DATA</b>   |  |                        |                                   |
| <b>Name:</b>  | Pittsburgh Pro Soccer, LLC                         |                        |                                   |
| <b>Street Address:</b>  | 195 Enterprise Lane                                |                        |                                   |
| <b>City:</b>  | Connellsville                                      |                        |                                   |
| <b>State/Country:</b>   | PENNSYLVANIA                                       |                        |                                   |
| <b>Postal Code:</b>   | 15425  |                        |                                   |
| <b>Entity Type:</b>   | LIMITED LIABILITY COMPANY: PENNSYLVANIA            |                        |                                   |
| <b>PROPERTY NUMBERS Total: 7</b>  |  |                        |                                   |
| <b>Property Type</b>  | <b>Number</b>                                      | <b>Word Mark</b>       |                                   |
| <b>Registration Number:</b>   | 3625605  | PITTSBURGH RIVERHOUNDS |                                   |
| <b>Registration Number:</b>   | 3614872  | RIVERHOUNDS            |                                   |
| <b>Registration Number:</b>   | 2394167  | RIVERHOUNDS            |                                   |
| <b>Registration Number:</b>   | 2518492  | HOUNDS                 |                                   |
| <b>Registration Number:</b>   | 3625606  |                        |                                   |
| <b>Registration Number:</b>   | 3597590  | PITTSBURGH RIVERH UNDS |                                   |
| <b>Registration Number:</b>   | 2402710  |                        |                                   |
| <b>CORRESPONDENCE DATA</b>  |  |                        |                                   |
| <b>Fax Number:</b>  | 4127738746   |                        |                                   |
| <i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i> |  |                        |                                   |
| <b>Phone:</b>   | (412) 773-8706                                     |                        |                                   |
| <b>Email:</b>   | ekoehl@babstcalland.com                            |                        |                                   |
| <b>Correspondent Name:</b>  | Erica L. Koehl c/o Babst Calland                   |                        |                                   |
| <b>Address Line 1:</b>  | 603 Stanwix Street, 7th Floor                      |                        |                                   |
| <b>Address Line 4:</b>  | Pittsburgh, PENNSYLVANIA 15222                     |                        |                                   |
| <b>NAME OF SUBMITTER:</b>   | Erica L. Koehl                                     |                        |                                   |
| <b>SIGNATURE:</b>   | /Erica L. Koehl/                                   |                        |                                   |
| <b>DATE SIGNED:</b>   | 02/13/2015   |                        |                                   |

OP \$190.00 3625605

**Total Attachments: 6**

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## TRADEMARK ASSIGNMENT AGREEMENT

This TRADEMARK ASSIGNMENT AGREEMENT ("**Trademark Assignment**"), dated as of the 30th day of December, 2014, is made by RIVERHOUNDS ACQUISITION GROUP, L.P. ("**Assignor**"), a Pennsylvania limited partnership, in favor of PITTSBURGH PRO SOCCER, LLC ("**Assignee**"), a Pennsylvania limited liability company, in connection with the transfer of certain assets of Assignor to Assignee pursuant to the *Modified First Amended Joint Chapter 11 Plan of Reorganization of Riverhounds Acquisition Group, LP and Shallenberger Investments, LLC dated September 25, 2014* (the "**Reorganization Plan**"), which Reorganization Plan was confirmed by the Bankruptcy Court by Order dated November 7, 2014 in the bankruptcy case of *In Re Riverhounds Acquisition Group, L.P.*, Case No. 14-21181-JAD [Docket No. 510] (the "**Confirmation Order**").

Whereas, under the terms of the Reorganization Plan and the Confirmation Order, Assignor has conveyed, transferred and assigned to Assignee, among other assets, certain trademarks of Assignor, and has agreed to execute and deliver this Trademark Assignment, for recording with national, federal and state government authorities including, but not limited to, the US Patent and Trademark Office ("**USPTO**").

NOW THEREFORE, the parties agree as follows:

1. Assignment. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby irrevocably conveys, transfers and assigns to Assignee all of Assignor's right, title and interest in and to the following (the "**Assigned Trademarks**"), together with the goodwill of the business connected with the use of, and symbolized by, the Assigned Trademarks:

(a) all (i) trademarks, service marks, trade names, brand names, logos, trade dress and other proprietary indicia of goods and services of the Assignor, whether registered, unregistered or arising by any applicable law of any jurisdiction throughout the world and all registrations and applications for registration of such trademarks, including intent-to-use trademark applications (subject to the limitations provided in Section 1.1(b) hereof), (ii) issuances, extensions and renewals of such registrations and applications, and (iii) similar intangible property and related proprietary rights, interests and protections, however arising, pursuant to any such law;

(b) without limitation to the generality of the foregoing, the trademarks, trademark registrations and trademark applications set forth on Schedule 1 hereto and all issuances, extensions and renewals thereof;

(c) registrations of all internet domain names set forth on Schedule 2 hereto, whether or not incorporating Assignor's trademarks, registered to Assignor in any generic top level domain by any authorized private registrar or governmental authority;

(d) all licenses and similar contractual rights with respect to any of the foregoing granted by Assignor to any third party, including those listed on Schedule 3 hereto ("**Licenses**");

(e) any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to any and all of the foregoing;

(f) all rights of any kind whatsoever of Assignor accruing under any of the foregoing provided by any applicable law of any jurisdiction throughout the world; and

(g) any and all claims and causes of action with respect to any of the foregoing, whether accruing before, on or after the date hereof, including all rights to and claims for damages, restitution and injunctive and other legal and equitable relief for past, present and future infringement, dilution, misappropriation, violation, misuse, breach or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

2. Recordation and Further Actions. Assignor authorizes the Commissioner for Trademarks of the USPTO and any other national, federal and state government officials to record and register this Trademark Assignment upon request by Assignee. Assignor shall execute any and all documents and take all other further actions as reasonably requested by Assignee to transfer ownership of the Assigned Trademarks including, but not limited to, assignments, transfers and related powers of attorney. Without limiting the foregoing, Assignor shall cooperate with Assignee and with Assignee's reasonable instructions in order to effectuate the transfer of Assignor's domain name registrations set forth on Schedule 2 hereto in a timely manner, including by corresponding with any relevant domain name registry operator or its accredited registrars to authorize the transfer of the domain name registrations and executing any documentation required by such operators or registrars.

3. Representations and Warranties. Assignor hereby represents and warrants to Assignee as follows, as of the date hereof:

(a) All required filings and fees related to the trademark registrations and applications listed on Schedule 1 hereto have been timely filed with and paid to the USPTO and other relevant governmental authorities and authorized registrars, and all

such trademark registrations and applications are otherwise in good standing. Assignor has provided Assignee with true and complete copies of file histories, documents, certificates, office actions, correspondence and other materials related to all such trademark registrations and applications.

(b) Assignor owns all right, title and interest in and to the Assigned Trademarks, free and clear of liens, security interests and other encumbrances, other than the liens and claims of the Urban Redevelopment Authority of Pittsburgh. Assignor is in full compliance with all legal requirements applicable to the Assigned Trademarks and Assignor's ownership and use thereof.

(c) Assignor has provided Assignee with true and complete copies of all Licenses related to the Assigned Trademarks. All such Licenses are valid, binding and enforceable between Assignor and the other parties thereto, and Assignor and such other parties are in full compliance with the terms and conditions of such Licenses.

(d) To Assignor's knowledge, no person has infringed, violated or misappropriated, or is infringing, violating or misappropriating, any of the Assigned Trademarks.

4. Disclaimers. Except as expressly provided herein, Assignor makes no representations, warranties, covenants, agreements or indemnities, and hereby disclaims all implied warranties, with respect to the validity of, or Assignor's or Assignee's ability to use, register or enforce the Assigned Trademarks. The terms of the Reorganization Plan and Confirmation Order, including, but not limited to, the representations, warranties, covenants, agreements and indemnities relating to the Assigned Trademarks are incorporated herein by this reference. The parties hereto acknowledge and agree that the representations, warranties, covenants, agreements and indemnities contained in the Reorganization Plan and Confirmation Order shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. In the event of any conflict or inconsistency between the terms of the Reorganization Plan and Confirmation Order and the terms hereof, the terms of the Reorganization Plan and Confirmation Order shall govern.

5. General.

(a) Entire Agreement. This Trademark Assignment, together with the Reorganization Plan, other agreements incorporated therein by reference and all related exhibits and schedules, constitutes the sole and entire agreement of the parties with respect to the subject matter contained herein and therein, and supersedes all prior and contemporaneous understandings and agreements, both written and oral, with respect to such subject matter.

(b) Successors and Assigns. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

(c) Governing Law. All matters arising out of or relating to this Trademark Assignment shall be governed by and construed in accordance with the laws of the United States and the internal laws of the Commonwealth of Pennsylvania without giving effect to any choice or conflict of law provision.

(d) Counterparts. This Trademark Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Trademark Assignment delivered by facsimile, e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Trademark Assignment.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Assignor and Assignee have duly executed and delivered this Trademark Assignment as of the date first above written.

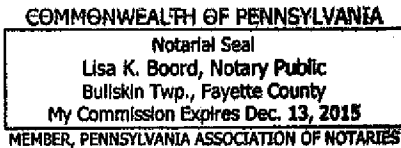
RIVERHOUNDS ACQUISITION  
GROUP, L.P.

By: Riverhounds Acquisition Group  
Management, LLC

By: [Signature]  
Its: President  
Address for Notices:

SWORN TO BEFORE ME THIS 30<sup>th</sup> DAY OF DECEMBER, 2014.

[Signature]  
Notary Public



AGREED TO AND ACCEPTED BY:

PITTSBURGH PRO SOCCER, LLC

By: [Signature]  
Its: President  
Address for Notices:

**SCHEDULE 1**

**ASSIGNED TRADEMARKS**

| <b>Mark / Registration Number</b>  | <b>Registration Date</b> | <b>Owner</b>                      |
|--|--------------------------|-----------------------------------|
| PITTSBURGH RIVERHOUNDS<br>3,625,605  | May 26, 2009             | Riverhounds Acquisition Group, LP |
| RIVERHOUNDS<br>3,614,872   | May 05, 2009             | Riverhounds Acquisition Group, LP |
| RIVERHOUNDS<br>2,394,167   | October 10, 2000         | Riverhounds Acquisition Group, LP |
| PITTSBURGH RIVERHOUNDS<br>2,610,137  | Aug. 20, 2002            | Riverhounds Acquisition Group, LP |
| HOUNDS<br>2,518,492  | December 11, 2001        | Riverhounds Acquisition Group, LP |
| <br>3,625,606  | May 26, 2009             | Riverhounds Acquisition Group, LP |
| <br>3,597,590 | March 31, 2009           | Riverhounds Acquisition Group, LP |
| <br>2,402,710 | November 7, 2000         | Riverhounds Acquisition Group, LP |