

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM335589

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Agility Capital II, LLC		02/13/2015	LIMITED LIABILITY COMPANY: CALIFORNIA
RECEIVING PARTY DATA			
Name:	Varsity Spirit LLC		
Street Address:	6745 LENOX CENTER CT		
Internal Address:	STE 300		
City:	MEMPHIS		
State/Country:	TENNESSEE		
Postal Code:	38115-4300		
Entity Type:	LIMITED LIABILITY COMPANY: TENNESSEE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	4378407	GLOBAL VILLAGE CONCERNS	
Registration Number:	4256361	INCREDIBLE MASCOTS	
Registration Number:	4256360	B1 SELF	
CORRESPONDENCE DATA			
Fax Number:	2253433076		
<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>			
Phone:	2253839000		
Email:	dpatty@mcglinchey.com, jhartdegen@mcglinchey.com, cnichols@mcglinchey.com		
Correspondent Name:	McGlinchey Stafford		
Address Line 1:	301 MAIN STREET		
Address Line 2:	ONE AMERICAN PLACE 14TH FLOOR		
Address Line 4:	BATON ROUGE, LOUISIANA 70801		
ATTORNEY DOCKET NUMBER:	103828.0020		
NAME OF SUBMITTER:	CHRISTOPHER S. NICHOLS		
SIGNATURE:	/CHRISTOPHER S. NICHOLS/		
DATE SIGNED:	03/18/2015		

CH \$90.00 4378407

Total Attachments: 4

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SECURED PARTY BILL OF SALE

Date: February 13, 2015

In consideration of the receipt by Agility Capital II, LLC ("**Secured Party**") of the consideration set forth below, Secured Party hereby sells, transfers and assigns to Varsity Spirit, LLC ("**Purchaser**"), and Purchaser hereby accepts delivery of, all the right, title and interest of Global Village Concerns, Inc. ("**Debtor**"), in and to the "**Collateral**", as defined in and described on attached Exhibit A.

1. **Consideration.** The aggregate consideration to be paid or provided by Purchaser to Secured Party for the purchase of the Collateral is \$500,000 .

2. **Representations and Warranties of Secured Party.** Secured Party represents and warrants to Purchaser as follows:

(a) Secured Party holds a valid security interest in the Collateral, and to its knowledge, based solely upon the results of a Uniform Commercial Code search request of the office of the Secretary of State of the State of Delaware certified on January 28, 2015, there are no outstanding security interests of record that are superior to the security interest of Secured Party in the Collateral.

(b) Debtor is in default of its obligations to Secured Party, and Secured Party is entitled to sell the Collateral under the terms of a written security agreement between Debtor and Secured Party, the provisions of the Division 9 of the California Uniform Commercial Code (the "**California UCC**"), and other applicable laws.

(c) The disposition of the Collateral effected by this Secured Party Bill of Sale transfers to Purchaser all of Debtor's rights therein, discharges such Secured Party's security interest, and discharges any security interests or liens subordinate to the security interest of Secured Party.

3. **Disclaimer of Warranties.** EXCEPT FOR THOSE REPRESENTATIONS AND WARRANTIES SET FORTH IN SECTION 2 ABOVE, PURCHASER AGREES THAT THE COLLATERAL IS TRANSFERRED WITHOUT ANY WARRANTIES OR REPRESENTATIONS OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, ANY WARRANTIES AS TO TITLE, POSSESSION, QUIET ENJOYMENT, MECHANTIBILITY, VALUE, USEFUL LIFE, FITNESS FOR INTENDED USE, OR SIMILAR REPRESENTATIONS AND WARRANTIES. PURCHASER AGREES THAT THE COLLATERAL IS PLACED AT PURCHASER'S DISPOSAL IN "AS IS" AND "WHERE IS" CONDITION.

4. **Independent Inspection.** Purchaser acknowledges that it has inspected and evaluated the Collateral and is aware of and relies solely on its knowledge of the value and condition of the Collateral. Purchaser agrees that Secured Party has not made any representation, warranty, statement of fact, or expression of opinion to Purchaser with regard to the Collateral, except as stated herein, and is not now and were not previously under any duty to do so. Purchaser agrees that the Secured Party has not made any warranty or affirmation of fact, promise, description, model or sample of the Collateral.

5. **Delivery of Possession.** Secured Party shall be under no obligation to cause delivery of control or possession of the Collateral to Purchaser. Purchaser understands and acknowledges that Debtor, and not Secured Party, is in possession and control of the Collateral.

6. **Taxes and any Other Charges Related to the Sale.** Purchaser shall be responsible for all sales, use, gross receipts, registration, transfer, stamp duty, and similar taxes and notarial fees assessed or payable in connection with or attributable to the sale of the Collateral to Purchaser under this Secured Party Bill of Sale.

7. **Indemnity.** Purchaser shall defend and indemnify Secured Party from any claims or liabilities (including reasonable attorneys fees) arising in connection with any claim by a person or entity with a lien on, or security interest in, the Collateral.

8. **Further Assurances.** Secured Party agrees, at the sole expense of Purchaser, to do and perform or cause to be done and performed all such further acts and things and to execute and deliver all such other agreements, certificates, instruments and documents as Purchaser may reasonably request to carry into effect the intents and purposes of this Secured Party Bill of Sale.

9. **Counterparts.** This instrument may be executed in counterparts, and each counterpart shall have the same force and effect as an original and shall constitute an effective, binding agreement on the part of each of the undersigned. This instrument may be executed by facsimile signature or other means of electronic transmission, and such signature shall be treated as a fully enforceable signature hereto.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties have executed and delivered this Secured Party Bill of Sale as of the date first above written.

Secured Party:

AGILITY CAPITAL II, LLC

By: 
Name: Daniel Corry
Title: Managing Member

Purchaser:

Varsity Spirit LLC

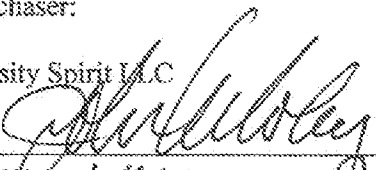
By: 
Name: John M. Newby
Title: Exec VP, Varsity Brands

Exhibit "A"
To
Secured Party Bill Of Sale

All personal property of Debtor whether presently existing or hereafter created or acquired, and wherever located, including, but not limited to:

(a) all accounts (including health-care-insurance receivables), chattel paper (including tangible and electronic chattel paper), commercial tort claims, deposit accounts, documents (including negotiable documents), equipment (including all accessions and additions thereto), general intangibles (including copyrights, patents, trademarks, goodwill and all intellectual property, payment intangibles and software), goods (including fixtures), instruments (including promissory notes), inventory (including all goods held for sale or lease or to be furnished under a contract of service, and including returns and repossessions), investment property (including securities and securities entitlements), letter of credit rights, money, and all of Debtor's books and records with respect to any of the foregoing, and the computers and equipment containing said books and records; and

(b) any and all cash proceeds and/or noncash proceeds of any of the foregoing, including, without limitation, insurance proceeds, and all supporting obligations and the security therefor or for any right to payment. All terms above have the meanings given to them in the California Uniform Commercial Code, as amended or supplemented from time to time.

Notwithstanding the foregoing, the term "Collateral" shall not include any equipment financed by a third party to the extent the grant of a security interest therein is prohibited by or would constitute a default under the third party's loan, lease or other financing documents, provided that upon the termination or lapsing of any such prohibition or payment in full of such third party, such property shall automatically be part of the Collateral; and provided further that the provisions of this paragraph shall in no case exclude from the definition of "Collateral" any Accounts, proceeds of the disposition of any property, or general intangibles consisting of rights to payment, all of which shall at all times constitute "Collateral"; and provided further that any equipment financed by Secured Party will at all times constitute "Collateral".