

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM342612

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
North American Soccer League, LLC		05/20/2015	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	The Miami Football Club, LLC		
Street Address:	1001 Brickell Bay Drive, Suite 2310		
City:	Miami		
State/Country:	FLORIDA		
Postal Code:	33131		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	3753470	MIAMI FC	
Registration Number:	3735956	MIAMI FC BLUES	
Registration Number:	3787213	MIAMI FC	
Registration Number:	3787212	MIAMI FC	
CORRESPONDENCE DATA			
Fax Number:	3059615812		
<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:	3055790812		
Email:	mrv@gtlaw.com		
Correspondent Name:	Greenberg Traurig Attn: Manuel Valcarcel		
Address Line 1:	333 S.E. 2nd Avenue, 44th Floor		
Address Line 4:	Miami, FLORIDA 33131		
ATTORNEY DOCKET NUMBER:	138008.010700		
NAME OF SUBMITTER:	Manuel Valcarcel, Esq.		
SIGNATURE:	/Manuel Valcarcel/		
DATE SIGNED:	05/28/2015		
Total Attachments: 5			
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Assignment Agreement

THIS ASSIGNMENT AGREEMENT (this "Assignment") is executed and delivered as of this 20th day of May, 2015 ("Effective Date") by North American Soccer League, LLC, a Delaware limited liability company having an address of 112 West 34th Street, Suite 2110, New York, NY 10120 ("Assignor"), to and in favor of The Miami Football Club, LLC, a Delaware limited liability company having an address of 1001 Brickell Bay Drive, Suite 2310, Miami, Florida 33131 ("Assignee").

WHEREAS, Assignor and Assignee are parties to that certain League Admission Agreement, entered into as of the Effective Date (the "Admission Agreement"); and

WHEREAS, pursuant to the Admission Agreement, Assignor wishes to assign to Assignee, and Assignee wishes to acquire from Assignor, all right, title and interest in and to the names and marks "MIAMI FC," "MIAMI FOOTBALL CLUB," "MIAMI FC BLUES," "MIAMIFC.COM" and any variant thereof that includes the term "MIAMI", including, without limitation, the domain name www.miamifc.com and U.S. Trademark Registration Nos. 3,735,956, 3,753,470, 3,787,212, 3,787,213 together with all common law rights and the goodwill associated therewith, and the Coexistence Agreement entered into by and between the Company and Ravy Truchot resolving the trademark registration cancellation proceeding filed by Truchot against the above-referenced trademark registrations (Cancellation Proceeding No. 92061073) as further described in Schedule A attached hereto (collectively, the "Assigned Intellectual Property").

NOW, THEREFORE, for Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby sells, assigns, transfers and sets over to Assignee its entire right, title and interest in and to the Assigned Intellectual Property, for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors, assigns or other legal representatives, at least as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment had not been made, together with all income, royalties or payments due or payable as of the Effective Date or thereafter, including, without limitation, all claims for damages by reason of past, present or future infringement or other unauthorized use of the Assigned Intellectual Property, with the right to sue for and collect the same for Assignee's own use and enjoyment and for the use and enjoyment of its successors, assigns or other legal representatives.

Assignor hereby consents to allowing Assignee to record the Assignment of the Assigned Intellectual Property with the United States Patent and Trademark Office. Assignor shall cause the domain name miamifc.com to be unlocked, and shall provide the authorization code to Assignee and cause to be taken all actions necessary to transfer ownership and control of said domain name to Assignee.

Assignor represents and warrants that: (i) it is the sole and exclusive owner of the entire right, title and interest in and to the Assigned Intellectual Property, free and clear of any liens, security interests, licenses, options or other encumbrances on Assignor's title therein; (ii) it has the full right, power and authority to execute this Assignment and to assign to Assignee the

rights assigned herein; and (iii) it has not executed, and will not execute, any agreement or other instrument in conflict herewith.

Assignor shall take all further reasonable actions, and provide to Assignee, Assignee's successors, assigns or other legal representatives, all such reasonable cooperation and assistance (including, without limitation, the execution and delivery of any and all affidavits, declarations, oaths, samples, exhibits, specimen, assignments, powers of attorney or other documentation), requested by Assignee to more fully and effectively effectuate the purposes of this Assignment, including, without limitations, with respect to the following: (1) the preparation and prosecution of any application for registration, or any application for renewal of a registration, relating to any of the rights assigned herein; (2) the prosecution or defense of any opposition, infringement or other proceedings that may arise in connection with any of the rights assigned herein, including, without limitation, testifying as to any facts relating to the Assigned Intellectual Property and this Assignment; and (3) the implementation or perfection of this Assignment.

* * * * *

ASSIGNEE:

THE MIAMI FOOTBALL CLUB, LLC

By: [Signature]

Name: RICCARDO SILVA

Title: MANAGER

ACKNOWLEDGEMENT

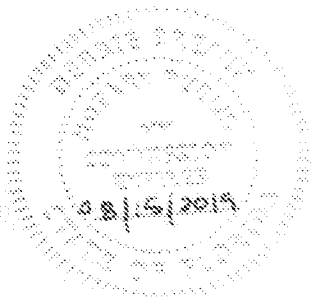
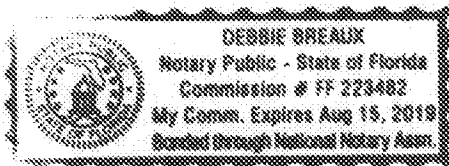
STATE OF Florida)
)
COUNTY OF Miami-Dade)

SS:

The foregoing Assignment was acknowledged before me this 20th day of May, 2015 by Ricardo Silva, the Manager of The Miami Football Club, LLC. He/she is personally known to me or has produced License as identification.

Notary: [Signature]
Print Name: Debbie Breaux

[NOTARIAL SEAL]
Notary Public, State of 08/15/2019
My commission expires:



IN WITNESS WHEREOF, Assignor has caused this Assignment to be executed by its duly authorized representative as of the Effective Date.

ASSIGNOR:

NORTH AMERICAN SOCCER LEAGUE, LLC

By: [Signature]

Name: Rishi Sehgal

Title: Director of Business Development & Legal Affairs

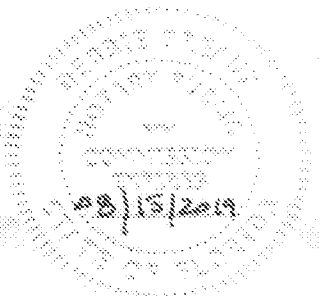
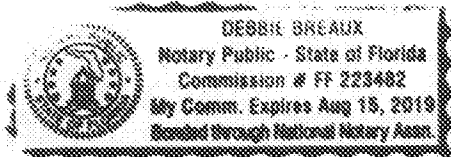
ACKNOWLEDGEMENT

STATE OF Florida)
) SS:
COUNTY OF Miami-Dade)

The foregoing Assignment was acknowledged before me this 20th day of May, 2015 by Rishi Sehgal, the Dir. of S&LA of North American Soccer League, LLC. He/she is personally known to me or has produced known to me as identification.

Notary: [Signature]
Print Name: Debbie Breaux

[NOTARIAL SEAL]
Notary Public, State of FL / 15 / 2019
My commission expires:



SCHEDULE A
MARKS

Mark	Registration No.	Goods/Services
1. MIAMI FC	Reg. No. 3,753,470	Class 41: Organizing, conducting and staging professional soccer games and exhibitions; providing a website featuring soccer and soccer-related information
2. MIAMI FC BLUES	Reg. No. 3,735,956	Class 41: Entertainment in the nature of organizing, conducting and staging professional soccer games and exhibitions
3. MIAMI FC and Design (image below)	Reg. No. 3,787,213	Class 41: Organizing, conducting and staging professional soccer games and exhibitions; providing a website featuring soccer and soccer-related information
4. MIAMI FC and Design shirts (image below)	Reg. No. 3,787,212	Class 25: Tee shirts, polo and jackets



DOMAIN NAMES

www.miamifc.com

ASSIGNED AGREEMENTS

The Coexistence Agreement dated May 15, 2015 entered into by and between North American Soccer League, LLC and Ravy Truchot with respect to Trademark Cancellation Proceeding No. 92061073 and the above-referenced U.S. trademark registrations.