

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM358628

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Peninsula Soccer League		11/01/2014	CORPORATION: CALIFORNIA
RECEIVING PARTY DATA			
Name:	Albion SC, LLC		
Street Address:	1804 Garnet Avenue #495		
City:	San Diego		
State/Country:	CALIFORNIA		
Postal Code:	92109		
Entity Type:	LIMITED LIABILITY COMPANY: CALIFORNIA		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Serial Number:	85961448	ALBION SC	
Serial Number:	86013731	DEVELOPMENT, ADVANCEMENT & PLACEMENT	
CORRESPONDENCE DATA			
Fax Number:	8887573817		
<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:	858.922.2170		
Email:	foster@tdfoster.com		
Correspondent Name:	Thomas D. Foster		
Address Line 1:	11622 El Camino Real, Suite 100		
Address Line 4:	San Diego, CALIFORNIA 92130		
ATTORNEY DOCKET NUMBER:	6560.001-01		
NAME OF SUBMITTER:	Thomas D. Foster		
SIGNATURE:	/Thomas D. Foster/		
DATE SIGNED:	10/14/2015		
Total Attachments: 4			
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OP \$65.00 85961448

AGREEMENT FOR PURCHASE AND SALE OF TRADEMARKS

This agreement ("Agreement") is made effective as of November 15th 2014, at San Diego, California, among Peninsula Soccer League ("Seller"), a California Nonprofit Corporation, having its principal place of business at 2525 Bacon Street, San Diego, California 92106 and Albion SC, LLC ("Buyer"), a California Limited Liability Company, of 1804 Garnet Avenue #495, San Diego, California 92109.

RECITALS

WHEREAS, Seller is owner of certain marks, ALBION SC, USPTO Application No. 85961448 (pending registration) and DEVELOPMENT, ADVANCEMENT & PLACEMENT, USPTO Application No. 86013731 (pending registration) [hereinafter collectively "Marks"], together with all the goodwill of the business connected with the use of and symbolized by the Marks to the fullest extent possible.

WHEREAS, Buyer wishes to purchase from Seller and Seller wishes to sell to Buyer, on the terms and subject to the conditions of this Agreement, all interest in and title to the Marks, in exchange for compensation described in Article One.

WHEREFORE, the parties hereby agree to the following:

ARTICLE 1. SALE AND TRANSFER OF MARK

1.01. Scope. Subject to the terms and conditions set forth in this agreement, effective November 15th 2014, Seller shall sell, convey, transfer, assign, and deliver to Buyer, and Buyer shall purchase from Seller, all rights and title to and interest in the Marks "ALBION SC USPTO Application No. 85961448" and "DEVELOPMENT, ADVANCEMENT & PLACEMENT USPTO Application No. 86013731", together with the goodwill of the business symbolized by the Marks, the pending registration thereof, and all rights of action, powers, and benefits belonging or accrued to the Marks, including the right to take action against any person for any infringement of the Marks occurring before the effective date of this Assignment.

1.02. Purchase Price. In consideration for the sale and transfer of said assets, Buyer hereby agrees to pay the sum of \$[REDACTED] as fair market value for the Marks.

1.03. Payment Terms. Payments are to be made in five annual installments in the amount of \$[REDACTED] plus interest, to commence on November 15, 2015, with full payment to be made by December 31, 2019. The total purchase price of \$[REDACTED] shall accrue interest at an annual rate of 1.65%.

1.04. Terms of Note. This note shall be guaranteed by Noah Gins ("Guarantor"), in the form of the Promissory Note set forth in Exhibit A, and Buyer shall cause the Guarantor to execute the Promissory Note on the date of execution of this Agreement.

ARTICLE 2. SELLER'S REPRESENTATIONS AND WARRANTIES

2.01. Seller's Representations and Warranties. Seller represents, warrants, and covenants to Buyer all of the following:

- (a) Seller is the sole owner of the Marks and owns all rights, title and interest in "ALBION SC" and "DEVELOPMENT, ADVANCEMENT & PLACEMENT" pending registration under California and Federal law;
- (b) None of the assets are held or used under a license or similar grant of rights by any third party;
- (c) No third party has, to the knowledge of any of the Seller, asserted or threatened to assert against Seller any claim of infringement of intellectual property rights.

2.02. Claims and Litigation. There are no lawsuits, threats of litigation, claims, or other demands affecting or involving Seller or its business, whether known or unknown, arising or accruing before the date of this Agreement, that may become a liability or obligation of Buyer or adversely affect its conduct of the business involving the assets purchased under this Agreement.

2.03. Seller's Knowledge and Disclosure. Seller does not know, or have reason to know, of any matters, occurrences, or other information that has not been disclosed to Buyer and that would materially and adversely affect the Marks purchased by Buyer or its conduct of the business involving such asset. Moreover, no representation or warranty by Seller in this Agreement, or any documents furnished to Buyer by Seller, contains any untrue statement of a material fact or omits material facts necessary to make the statements contained in these sources accurate.

2.04. Seller Covenants. Seller agrees and covenants as follows:

- (a) Assignment of Trademark. Seller shall undertake to file the appropriate state and federal notices regarding the assignment of the "ALBION SC" mark and the "DEVELOPMENT, ADVANCEMENT & PLACEMENT" mark.
- (b) Seller Obligation while Registration Pending. While applications for registration of the Marks are pending before the USPTO, Seller shall assume all liability for the federal trademark registration including all costs and attorney's fees. Seller further covenants and warrants that it will fully cooperate with the USPTO to perfect its ownership interest in said Marks
- (c) Cooperation. Seller agrees to cooperate with Buyer, and on Buyer's reasonable request, to execute all documents and take all actions as necessary to perfect and implement Buyer's full ownership of the Marks Seller purchased under this Agreement within 10 days of said request, and to protect all good will transferred to Buyer.

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ARTICLE 3. BUYER'S REPRESENTATIONS AND OBLIGATIONS

3.01. Buyer's Representations and Warranties. Buyer represents and warrants that it has the ability to effect all of the transactions contemplated to be performed by Buyer in this Agreement, and covenants that it will make all payments and perform all such actions as required of it by this Agreement.

3.02. Payment of Taxes. Buyer shall pay all sales and use taxes arising from the transfer of the Marks. Buyer agrees to indemnify, defend, and hold Seller harmless from and against any liability for, or arising from, any taxes that are required to be paid by Buyer under this paragraph or for which Seller is not responsible under this paragraph.

ARTICLE 4. GENERAL PROVISIONS

4.01. Arbitration. Any controversy or claim arising out of or relating to this Agreement, or its breach, shall be settled by arbitration in accordance with the rules of the American Arbitration Association, and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction.

4.02. Notices. All notices or other communications shall be in writing and shall be personally delivered or, if mailed, sent to the following relevant address or to such other address as the recipient party may have indicated to the sending party in writing:

IF TO SELLER:

Peninsula Soccer League
2525 Bacon Street
San Diego, CA 92106

IF TO BUYER:

Albion SC, LLC
1804 Garnet Avenue #495
San Diego, CA 92109

4.03. Entire Agreement. This Agreement covers the entire understandings of the parties regarding its subject matter, superseding all prior agreements and understandings, and no modification or amendment of its terms or conditions shall be effective unless in writing and signed by the parties.

4.04. Assignment. This Agreement inures to the benefit of, and is binding on, the respective successors, assigns, distributees, heirs, and personal representatives of the parties.

4.05. Governing Law. This Agreement shall be construed in accordance with, and governed by, the laws of the State of California.

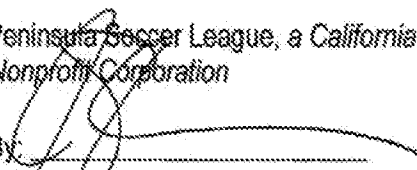
4.06. Severability. If any provision of this Agreement is held invalid or unenforceable by any court of competent jurisdiction, it is the intent of the parties that all other provisions of this agreement be construed to remain fully valid, enforceable, and binding on the parties.

IN WITNESS, the parties have executed this Agreement as of 1st day in November 2014:


SELLER

Date: 10/28/14

Peninsula Soccer League, a California
Nonprofit Corporation

By: 
John Shackelford
President


Date: 10/28/14

By: 
John McKaveney
Secretary

BUYER

Date: 10/28/14

Albion SC, LLC, a California Limited Liability
Company

By: 
Noah Gins
Managing Member