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TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 ETAS ID: TM383853 Stylesheet Version v1.2

 SUBMISSION TYPE:
 NEW ASSIGNMENT

 NATURE OF CONVEYANCE:
 ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
David Barron		09/04/2015	INDIVIDUAL: UNITED STATES
Brian Zink		09/04/2015	INDIVIDUAL: UNITED STATES

RECEIVING PARTY DATA

Name:	Walden-Hays, Inc.	
Street Address:	P.O. Box 1071	
City:	New York	
State/Country:	NEW YORK	
Postal Code:	10276	
Entity Type:	Corporation: NEW YORK	

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	4478659	FOOTBALLTOWN USA

CORRESPONDENCE DATA

Fax Number: 2027393001

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.

Phone: 2027395093

Email: felicia.gordon@morganlewis.com

Correspondent Name: Kristin H. Altoff

Address Line 1:Morgan, Lewis & Bockius LLPAddress Line 2:1111 Pennsylvania Avenue, NW

Address Line 4: Washington, D.C. 20004

NAME OF SUBMITTER:Felicia D. GordonSIGNATURE:/Felcia D. Gordon/DATE SIGNED:05/10/2016

Total Attachments: 2

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TRADEMARK
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EXHIBIT A - TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT ("Assignment") is entered into as of the date last signed below ("Effective Date"), by and between David Barron, an individual residing at 4770 Kester Avenue, Apt. 209, Sherman Oaks, CA 91403, and Brian Zink, an individual residing at 811 Ridge Drive, Glendale, CA 91206 (collectively, "Assignors") and Walden-Hays, Inc., a corporation organized and existing under the laws of New York, having a principal address of PO Box 1071, New York, NY 10276 ("Assignee"). Assignors and Assignee are collectively referred to throughout this Agreement as the "Parties."

WHEREAS, Assignors are the owners of all right, title, and interest in and to the trademark FOOTBALLTOWN USA as used in connection with entertainment services, including, but not limited to, the United States federal trademark registration for FOOTBALLTOWN USA (Reg. No. 4,478,659) ("the Mark") and the goodwill developed through the use of the Mark;

WHEREAS, Assignee is desirous of acquiring all rights to the Mark and the registration therefor and Assignors are desirous of assigning such rights to Assignee;

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein and for good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the Parties hereby act and agree as follows:

- 1. Assignment. Assignors hereby sell, assign, transfer and set over to Assignee, all of Assignors' right, title, and interest in and to the Mark, including all common law rights in the Mark, the associated federal trademark registration for the Mark, any renewals or extensions thereof, and the goodwill of the business associated with the Mark, as well as all other corresponding rights associated with the Mark, including the right to collect all income, proceeds, royalties, damages, claims, and payments, which accrue as of the Effective Date or thereafter and are due or payable with respect thereto, all causes of action, either at law or in equity, for past, present, or future infringement, dilution, or misappropriation, as applicable, and the right to sue for and receive all damages from such past violations, all of the same to be held, used and enjoyed by Assignee, its successors, assigns and other legal representatives, as fully and entirely as the same would have been held, used and enjoyed by the Assignors if this Assignment had not been made. The Assignors and Assignee hereby authorize and request the Commissioner of Patents and Trademarks to record Assignee as assignee and owner of the title to the Mark.
- 2. <u>Further Assurances</u>. As and when requested in writing by Assignee, its successors, assigns or legal representatives, from time to time, sufficiently in advance, Assignors shall execute and deliver or cause to be executed and delivered, such documents and instruments, and shall take or cause to be taken, such further actions as may be reasonably necessary to carry out the purposes of this Assignment Agreement.
- 3. <u>Counterparts</u>. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which together will constitute one and the same instrument.





TRADEMARK
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This Assignment is executed and delivered effective as of the last date set forth below.

Executed By:

David Barron

Walden-Hays, Inc.

Name: DAVID BARRON

Name: Plus Color

Date: 947015

Brian Zink

Name:

Date: ____

9-4-15