

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM419805

SUBMISSION TYPE:	RESUBMISSION		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
RESUBMIT DOCUMENT ID:	900398131		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Thomas M. Blackwell		02/17/2017	INDIVIDUAL:
No Days Off, LLC		02/17/2017	Limited Liability Company: CONNECTICUT
RECEIVING PARTY DATA			
Name:	New England Patriots LLC		
Street Address:	One Patriot Place		
City:	Foxborough		
State/Country:	MASSACHUSETTS		
Postal Code:	02035		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	87073112	NO DAYS OFF	
CORRESPONDENCE DATA			
Fax Number:			
<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:	212-430-3161		
Email:	dsharrow@gunder.com		
Correspondent Name:	David P. Sharrow		
Address Line 1:	220 West 42nd Street, 17th Floor		
Address Line 2:	Gunderson Dettmer		
Address Line 4:	New York, NEW YORK 10036		
NAME OF SUBMITTER:	David P. Sharrow		
SIGNATURE:	/dps/		
DATE SIGNED:	03/15/2017		
Total Attachments: 4			
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Exhibit B

TRADEMARK ASSIGNMENT AGREEMENT

This Trademark Assignment Agreement ("Assignment") is dated as of February 17, 2017 ("Effective Date") by and among New England Patriots LLC, a Delaware limited liability company ("Assignee") and Thomas M. Blackwell, a Connecticut resident and No Days Off, LLC, a Connecticut limited liability company with an address at 101 Hubinger Street, New Haven, CT 06511 (collectively, "Assignor").

WHEREAS, Assignor is the owner of the trademark identified on Schedule A attached hereto (the "Mark"), and is the owner of the application for registration of such Mark in the United States Patent and Trademark Office ("Application"); and

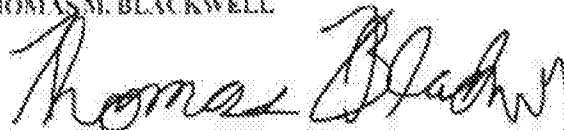
WHEREAS, pursuant to the Trademark Purchase Agreement of even date herewith by and between Assignor and Assignee ("Agreement"), Assignor agreed to transfer and assign its interests in the Marks and the Application to Assignee for Assignee's exclusive use.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged Assignor and Assignee agree as follows:

1. Assignor hereby irrevocably assigns, sells, conveys and transfers unto Assignee all rights, title and interests in and to the Mark and the Application, together with (i) any and all applications for registration and registrations of the Mark, (ii) all worldwide and common law rights that Assignor may have in the Mark, (iii) the right to prosecute such applications or any new applications for the Mark and enjoy the benefits of any registrations resulting therefrom worldwide, (iv) the goodwill of the business symbolized by and associated with the Mark, and (v) the right to sue (including filing and prosecuting opposition, cancellation and similar proceedings) and recover for, and the right to profits or damages due or accrued, arising out of or in connection with, any and all past, present or future infringements or dilution of or damage or injury to the Marks or the Application or such associated goodwill. Assignor hereby requests that all appropriate trademark offices issue registrations in the name of Assignee.
2. Assignor hereby agrees with Assignee that Assignor, upon request, shall execute any and all further instruments regarding the assignments and transfers contemplated by this Assignment, which may be reasonably required in order to better secure to Assignee the use and benefit of any and all of the Mark and the Application, and that Assignor has not executed and will not execute any agreement in conflict with this Assignment. Assignor hereby irrevocably designates and appoints Assignee and its duly authorized officers and agents, as Assignor's agents and attorneys-in-fact to act for and in behalf and instead of Assignor, to execute and file any documents and to do all other lawfully permitted acts to further the above purposes with the same legal force and effect as if executed by Assignor.
3. Assignor hereby covenants and agrees that it shall not challenge or assist others to challenge any of the Marks or Application or attempt to register or cause to be registered (or make any filing with respect to) the Mark or any marks, logos or trade names confusingly similar thereto, anywhere in the world.
4. This Assignment shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

IN WITNESS WHEREOF, Assignor has executed this assignment, as an instrument under seal, as of the 17th day of February, 2017.

ASSIGNOR: THOMAS M. BLACKWELL

A handwritten signature in black ink, appearing to read "Thomas Blackwell", written over a horizontal dotted line.

Signature

IN WITNESS WHEREOF, Assignor has executed this assignment, in an instrument under seal, as of the 17th day of February, 2017.

ASSIGNOR: NO DAYS OFF, LLC

RE: THOMAS M. BLACKWILL

TITLE: OWNER

A handwritten signature in black ink, appearing to read "Thomas M. Blackwill". The signature is written in a cursive style with some capital letters.

Signature

Schedule A

TRADEMARKS

<u>Trademark</u>	<u>Application Serial Number</u>	<u>Filing Date</u>
NO DAYS OFF (and Design)	87/073,112	June 15, 2016

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