

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM430453

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Red Klotz Sports Enterprises, Inc.		05/05/2016	Corporation:
RECEIVING PARTY DATA			
Name:	Harlem Globetrotters International, Inc.		
Street Address:	5445 Triangle Parkway		
Internal Address:	Suite 300		
City:	Peachtree Corners		
State/Country:	GEORGIA		
Postal Code:	30092		
Entity Type:	Corporation: NEVADA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	73665645	WASHINGTON GENERALS	
CORRESPONDENCE DATA			
Fax Number:	7704413266		
<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:	678-993-1941		
Email:	searnest@hfecorp.com		
Correspondent Name:	Steve Earnest		
Address Line 1:	5445 Triangle Parkway		
Address Line 2:	Suite 300		
Address Line 4:	Peachtree Corners, GEORGIA 30092		
NAME OF SUBMITTER:	STEVE EARNEST		
SIGNATURE:	/STEVE EARNEST/		
DATE SIGNED:	06/08/2017		
Total Attachments: 18			
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TRADEMARK PURCHASE AGREEMENT

by and between

RED KLOTZ SPORTS ENTERPRISES, INC.,

a New Jersey corporation,

as SELLER

and

HARLEM GLOBETROTTERS INTERNATIONAL, INC.,

a Nevada corporation,

as BUYER

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EXHIBITS

- Exhibit A – Form of Trademark Assignment
- Exhibit B – Form of Domain Name Assignment

TRADEMARK PURCHASE AGREEMENT

THIS TRADEMARK PURCHASE AGREEMENT (this “**Agreement**”), dated May 5, 2016 (the “**Effective Date**”), is entered into by and between Red Klotz Sports Enterprises, Inc., a New Jersey corporation, having a principal place of business at 114 South Osborn Avenue, Margate City, New Jersey 08402 (“**Seller**”) and Harlem Globetrotters International, Inc., a Nevada corporation, having a principal place of business at 5445 Triangle Parkway, Suite 300, Peachtree Corners, Georgia 30092 (“**Buyer**”) (Seller and Buyer may each be hereinafter referred to as a “**Party**” and, collectively, as the “**Parties**”).

RECITALS

WHEREAS, Seller is the owner of the Assets (defined below); and

WHEREAS, Buyer desires to purchase from Seller, and Seller desires to sell and assign to Buyer, all of Seller’s right, title, and interest in and to Assets on the terms and conditions hereinafter provided.

NOW, THEREFORE, in consideration of the mutual promises set forth herein, the receipt and sufficiency of which is hereby acknowledged, the Parties, intending to be legally bound, hereby agree as follows:

ARTICLE I DEFINITIONS

The following terms shall have the respective meanings ascribed to such terms in this Agreement:

- 1.1 “**Agreement**” is defined in the Preamble of this Agreement.
- 1.2 “**Assets**” means, individually and collectively, the Domain Name, the Tangible Assets, and the Trademarks.
- 1.3 “**Buyer**” is defined in the Preamble of this Agreement.
- 1.4 “**Closing**” is defined in **Section 2.4** of this Agreement.
- 1.5 “**Domain Name**” means the domain name, washingtongenerals.com, which is registered with eNom Inc. in the United States.
- 1.6 “**Domain Name Assignment**” is defined in **Section 2.4(a)(iii)** of this Agreement.
- 1.7 “**Effective Date**” is defined in the Preamble of this Agreement.
- 1.8 “**Party**” or “**Parties**” is defined in the Preamble of this Agreement.
- 1.9 “**Purchase Price**” is defined in **Section 2.2** of this Agreement.
- 1.10 “**Seller**” is defined in the Preamble of this Agreement.

1.11 “**Tangible Assets**” means all tangible property owned by the Seller that incorporates the Trademarks.

1.12 “**Trademarks**” means, individually and collectively, (i) the United States trademark, WASHINGTON GENERALS, identified in United States Trademark Registration No. 3090227, and (ii) the United States service mark, WASHINGTON GENERALS, identified in United States Trademark Registration No. 1484689.

1.13 “**Trademark Assignment**” is defined in **Section 2.4(a)(ii)** of this Agreement.

1.14 “**Transaction**” means the transactions contemplated by this Agreement.

ARTICLE II PURCHASE AND SALE

2.1 Purchase and Sale of Assets. In exchange for the consideration set forth in **Section 2.2** of this Agreement, Seller hereby sells, assigns, conveys, transfers, and delivers to Buyer, and Buyer hereby purchases from Seller, free and clear of all material liens and encumbrances:

(a) the Trademarks, together with all common law trademark rights and the goodwill of the business associated therewith and symbolized thereby, and all claims for damages by reason of past infringement(s) of the Trademarks, including the right to sue for, collect, and recover damages and profits in respect of the same;

(b) the Domain Name; and

(c) the Tangible Assets owned by Seller, which the Parties acknowledge are no longer in the possession of Seller without Seller having conducted sufficient investigation.

2.2 Purchase Price. The purchase price for the Assets shall be two hundred fifty thousand dollars (\$250,000.00) (the “**Purchase Price**”). At Closing, Buyer shall deliver the Purchase Price by wire transfer of immediately available funds to an account or accounts designated in writing by Seller.

2.3 Excluded Assets. Each of Buyer and Seller acknowledges that all assets of Seller, other than the Assets, are expressly excluded from this Agreement and shall remain the sole property of Seller.

2.4 Closing; Closing Deliverables. The consummation of the Transaction (the “**Closing**”) shall occur on the Effective Date, upon the exchange of each of the following Closing deliverables by the Parties:

(a) Seller shall deliver to Buyer:

(i) this Agreement, duly executed by Seller;

(ii) the trademark assignment, in the form attached hereto as Exhibit A (the “**Trademark Assignment**”), duly executed by Seller and notarized; and

- (iii) the domain name assignment, in the form attached hereto as Exhibit B (the “**Domain Name Assignment**”), duly executed by Seller and notarized.
- (b) Buyer shall deliver to Seller:
 - (i) this Agreement, duly executed by Buyer;
 - (ii) the Trademark Assignment, duly executed by Buyer and notarized; and
 - (iii) the Domain Name Assignment, duly executed by Buyer and notarized; and
 - (iv) the Purchase Price.

2.5 Post-Closing Covenants. Following the Closing, Seller agrees not to: (i) use, register, or attempt to register any domain name, mark, name, or other designation of origin which includes the term “Washington Generals” (or any variation thereof that is likely to cause confusion); or (ii) use the term “Washington Generals” (and variations thereof that are likely to cause confusion) as a domain name, trademark, service mark, trade name, or other designation of source.

ARTICLE III REPRESENTATIONS AND WARRANTIES

3.1 Representations and Warranties of Seller. Seller represents and warrants as follows:

3.1.1 Seller is a corporation validly existing and in good standing under the laws of the State of New Jersey.

3.1.2 Seller has full corporate power and authority to execute and deliver this Agreement, the Trademark Assignment, the Domain Name Assignment, and such other instruments, documents, and agreements as may be necessary to consummate the Transaction. The execution, delivery, and performance by Seller of this Agreement has been duly authorized by all necessary proceedings, and does not and will not violate any provision of the Articles of Incorporation or Bylaws of Seller, as amended to date, or result in a breach of or constitute a default under any agreement, indenture or instrument to which the Assets may be bound.

3.1.3 This Agreement constitutes the valid and legally binding obligations of Seller, enforceable against Seller in accordance with its terms, except to the extent such enforceability may be limited by applicable bankruptcy, insolvency, moratorium, reorganization, and other laws affecting the enforcement of creditors’ rights generally and general principles of equity.

3.1.4 Seller is the owner of all right, title, and interest in and to the Assets, free and clear of any liens or encumbrances, and has the exclusive right to transfer ownership of the Assets to Buyer.

3.1.5 To the best of Seller's knowledge, except for the registrations for the Trademarks and the Domain Name, Seller has filed no applications and owns no registrations for, or other claims of ownership to, any trademark, service mark, trade name, domain name or fictitious business name application or registration for the name "Washington Generals" worldwide.

3.1.6 Following the Closing, Seller does not intend to maintain any trademarks owned by it, whether by paying maintenance fees or otherwise.

3.2 Representations and Warranties of Buyer. Buyer represents and warrants as follows:

3.2.1 Buyer is a corporation duly incorporated, validly existing, and in good standing under the laws of the State of Nevada.

3.2.2 Buyer has full corporate power and authority to execute and deliver this Agreement, the Trademark Assignment, the Domain Name Assignment, and such other instruments, documents, and agreements as may be necessary to consummate the Transaction. The execution, delivery, and performance by Buyer of this Agreement has been duly authorized by all necessary proceedings, and does not and will not violate any provision of the Articles of Incorporation or Bylaws of Buyer, as amended to date.

3.2.3 This Agreement constitutes the valid and legally binding obligations of Buyer, enforceable against Buyer in accordance with its terms, except to the extent such enforceability may be limited by applicable bankruptcy, insolvency, moratorium, reorganization, and other laws affecting the enforcement of creditors' rights generally and general principles of equity.

ARTICLE IV MISCELLANEOUS

4.1 Notices. All notices, demands and other communications hereunder shall be in writing and shall be deemed to have been duly given if delivered personally or if mailed by certified mail, return receipt requested, postage prepaid, or if sent by overnight courier as follows:

To Seller: Red Klotz Sports Enterprises, Inc.
 114 South Osborn Avenue
 Margate City, New Jersey 08402

With a copy to: DLA Piper LLP (US)
 1251 Avenue of Americas, #2810
 New York, New York 10020
 Phone No.: (609) 449-7000
 Fax No.: (609) 449-7425
 Attn: Timothy J. Lowry, Esq.

To Buyer: Harlem Globetrotters International, Inc.
5445 Triangle Parkway, Suite 300
Peachtree Corners, Georgia 30092
Phone No.: 602-614-5140
Attn: Jeff Munn

With a copy to: Herschend Enterprises
5445 Triangle Parkway, Suite 200
Peachtree Corners, Georgia 30092
Phone No.: 678-993-1941
Attn: Steve Earnest, Esq., General Counsel

Any such notice shall be effective: (a) if delivered personally, when received; (b) if sent by overnight courier, when receipted for; and (c) if mailed, three (3) days after being mailed as described above. Any Party may change its address from time to time by means of notice given to the other Party in the manner provided in this **Section 4.1**.

4.2 Counterparts. This Agreement and the exhibits hereto may be executed in two or more counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument. The Parties contemplate that they may be executing counterparts of this Agreement and the exhibits hereto transmitted by facsimile or electronic transmission and agree and intend that a signature by facsimile or electronic transmission shall bind the party so signing with the same effect as though the signature were an original signature.

4.3 Headings. The section headings contained in this Agreement are inserted for convenience only and shall not affect in any way the meaning or interpretation of this Agreement.

4.4 Entire Agreement. This Agreement, together with the exhibits attached hereto, contain all representations, warranties and covenants made by Buyer and Seller and constitute the entire understanding between the Parties hereto with respect to the subject matter hereof. Any prior correspondence, memoranda, or agreements are replaced in total by this Agreement, together with the exhibits hereto.

4.5 Governing Law; Consent to Jurisdiction. This Agreement is governed by the laws of the State of New York without application of principles of conflicts of law.

4.6 Further Assurances. Seller agrees to cooperate with Buyer in order to carry out the intent of this Agreement and to take such further action and to execute such further documents and instruments as may, in Buyer's reasonable judgment, be necessary in order to evidence Seller's prior ownership of the Assets and/or the transfer of the Assets to Buyer, including, without limitation, completing, executing and filing with the appropriate entity, all documentation necessary to evidence Seller's prior ownership and Buyer's current ownership interests in the same. In the event Seller is not available to comply with the terms of this Section within five (5) days of Buyer's request, Buyer shall have the right to execute any and all such documents and to do any and all such other acts consistent herewith in Seller's name, and Buyer

is hereby irrevocably appointed as Seller's true and lawful attorney-in-fact solely for such purposes, which power is coupled with an interest, with full power of substitution and delegation.

4.7 Expenses; Transfer Taxes. All transfer taxes, if any, payable with respect to the sale and conveyance of the Assets to Buyer shall be paid by Buyer. All other fees and expenses incurred in connection with the negotiation, execution and delivery of this Agreement, and the consummation of the Transaction contemplated herein, including income taxes, if any, fees, costs and expenses of legal counsel, financial advisors and other representatives and consultants, shall be borne separately by each Party. The Assets constitute substantially all of Seller's Assets.

4.8 Waivers and Amendments. No waiver, amendment or modification of any provision of this Agreement will be effective except by a written agreement executed by each of the Parties.

4.9 Severability. If any provision of this Agreement is held illegal or unenforceable by any court of competent jurisdiction, such provision shall be deemed severed from the remaining provisions of this Agreement and shall not affect or impair the validity or enforceability of the remaining provisions of this Agreement.

4.10 Successors and Assigns. The Parties agree that this Agreement shall inure to the benefit of and be binding upon each of their respective agents, representatives, shareholders, members, officers, directors, employees, permitted assigns, subsidiaries, parent companies, and predecessor or successor companies.

4.11 Press Releases. Buyer shall have the exclusive right to issue a press release or public statement disclosing that Buyer has acquired the Trademarks, Domain Name, and Tangible Assets from Seller. Buyer agrees to provide Seller with a copy of the press release or public statement, if any, prior to disclosure to allow Seller to provide input, but final language shall be the sole discretion of Buyer. After Buyer has issued such a press release or public statement, either Party may discuss non-material terms of the Agreement publicly and without prior-approval from the other Party. Notwithstanding the foregoing, in no event shall any press release or public statement disclose material terms of the Agreement (which, for purposes of clarity and without limitation, includes the Purchase Price).

[signature page follows]

IN WITNESS WHEREOF, the undersigned, intending to be legally bound, have duly executed this Agreement as of the date first set forth above.

SELLER:

RED KLOTZ SPORTS ENTERPRISES, INC.

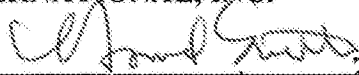
By: _____

Name:

Title:

BUYER:

**HARLEM GLOBETROTTERS
INTERNATIONAL, INC.**

By:  _____

Name: *Howard Smith*

Title: *President*



[SIGNATURE PAGE TO TRADEMARK PURCHASE AGREEMENT]

**TRADEMARK
REEL: 006081 FRAME: 0096**

IN WITNESS WHEREOF, the undersigned, intending to be legally bound, have duly executed this Agreement as of the date first set forth above.

SELLER:

RED KLOTZ SPORTS ENTERPRISES, INC.

By: *[Signature]*
Name: *Gloria Klotz*
Title: *Attorney at Law*

BUYER:

**HARLEM GLOBETROTTERS
INTERNATIONAL, INC.**

By: _____
Name:
Title:

EXHIBIT A
TRADEMARK ASSIGNMENT

(see attachment)

TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (the “**Assignment**”) is dated May 5, 2016, by Red Klotz Sports Enterprises, Inc., a New Jersey corporation (“**Assignor**”), in favor of Harlem Globetrotters International, Inc., a Nevada corporation (“**Assignee**”).

WHEREAS, Assignor is the owner of all right, title, and interest in and to (i) the United States trademark, WASHINGTON GENERALS, identified in United States Trademark Registration No. 3090227, and (ii) the United States service mark, WASHINGTON GENERALS, identified in United States Trademark Registration No. 1484689 (collectively, the “**Trademarks**”);

WHEREAS, pursuant to a certain Trademark Purchase Agreement, dated as of May 5, 2016 by and between Assignor and Assignee (the “**Trademark Purchase Agreement**”), Assignor, *inter alia*, agreed to transfer all of its right, title, and interest in the Trademarks together with all common law trademark rights and the goodwill of the business associated therewith to Assignee, subject to the terms and conditions of the Trademark Purchase Agreement; and

WHEREAS, Assignor and Assignee desire to further document such transfer pursuant to this Assignment.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound hereby:

1. Assignor hereby sells, assigns, transfers, and conveys unto Assignee all of Assignor’s right, title, and interest in and to the Trademarks, together with all common law trademark rights and the goodwill of the business associated therewith and symbolized thereby, including the right to sue, collect and recover damages and lost profits for past infringement, if there may be any.

2. Assignor hereby authorizes and requests the United States Commissioner of Patents and Trademarks to record Assignee as the owner of and/or to issue to Assignee in accordance with this instrument all registrations having to do with the Trademarks and all applications for any of the same.

3. This Assignment and all actions confirmed hereby shall be governed, construed and interpreted in accordance with the terms and conditions of the Trademark Purchase Agreement. To the extent that any provision of this Assignment conflicts with or is inconsistent with the terms of the Trademark Purchase Agreement, the Trademark Purchase Agreement shall control and govern.

4. This Assignment may be executed in two or more counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument. The Parties contemplate that they may be executing counterparts of this Assignment transmitted by facsimile or electronic transmission and agree and intend that a signature by facsimile or electronic transmission shall bind the party so signing with the same effect as though the signature were an original signature.

IN WITNESS WHEREOF, the undersigned, intending to be legally bound, have duly executed this Assignment as of the date first set forth above.

ASSIGNOR:

RED KLOTZ SPORTS ENTERPRISES, INC.

By: *Georgia Klotz*
Name: *Georgia Klotz*
Title: *Authorized Representative*

STATE OF *New Jersey*)
) SS:
COUNTY OF *Atlantic*)

On this *24th* day of *April*, 2016, before me, a ~~notary public~~ *an attorney at law*, personally appeared *Georgia Klotz* who acknowledged ~~himself/herself~~ to be the *Authorized Representative* of Red Klotz Sports Enterprises, Inc., and that, in such capacity, and being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of such entity by ~~himself/herself~~ as such *Authorized Representative*.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

[Signature]
Notary Public *Attorney at Law, State of New Jersey*
My Commission Expires: _____

EXHIBIT B

DOMAIN NAME ASSIGNMENT

(see attachment)

DOMAIN NAME ASSIGNMENT

THIS DOMAIN NAME ASSIGNMENT (the “**Assignment**”) is dated May 5, 2016, by Red Klotz Sports Enterprises, Inc., a New Jersey corporation (“**Assignor**”), in favor of Harlem Globetrotters International, Inc., a Nevada corporation (“**Assignee**”).

WHEREAS, Assignor is the owner of all right, title, and interest in and to the domain name, washingtongenerals.com (the “**Domain Name**”);

WHEREAS, pursuant to a certain Trademark Purchase Agreement, dated May 5, 2016, by and between Assignor and Assignee (the “**Trademark Purchase Agreement**”), Assignor agreed, *inter alia*, to transfer all of its right, title, and interest in the Domain Name and the goodwill of the business associated therewith to Assignee, subject to the terms and conditions of the Trademark Purchase Agreement; and

WHEREAS, Assignor and Assignee desire to further document such transfer pursuant to this Assignment.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound hereby:

1. Assignor hereby sells, assigns, transfers, and conveys unto Assignee all of Assignor’s right, title, and interest in and to the Domain Name, together with all registrations and applications therefor, and with the goodwill of the business associated therewith and symbolized thereby.
2. Assignor and Assignee hereby authorize and request the applicable registration authority to transfer the registration for the Domain Name from Assignor to Assignee to reflect Assignee as the owner of record of the Domain Name.
3. This Assignment and all actions confirmed hereby shall be governed, construed and interpreted in accordance with the terms and conditions of the Trademark Purchase Agreement. To the extent that any provision of this Assignment conflicts with or is inconsistent with the terms of the Trademark Purchase Agreement, the Trademark Purchase Agreement shall control and govern.
4. This Assignment may be executed in two or more counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument. The Parties contemplate that they may be executing counterparts of this Assignment transmitted by facsimile or electronic transmission and agree and intend that a signature by facsimile or electronic transmission shall bind the party so signing with the same effect as though the signature were an original signature.

[signature page follows]

IN WITNESS WHEREOF, the undersigned, intending to be legally bound, have duly executed this Assignment as of the date first set forth above.

ASSIGNOR:

RED KLOTZ SPORTS ENTERPRISES, INC.

By: *Glenn Klotz*
Name: *Glenn Klotz*
Title: *Authorized Representative*

STATE OF *New Jersey*)
) SS:
COUNTY OF *Atlantic*)

On this *29th* day of *April*, 2016, before me, ^{*an attorney at law*} a notary public, personally appeared *Glenn Klotz* who acknowledged himself/herself to be the *Authorized Representative* of Red Klotz Sports Enterprises, Inc., and that, in such capacity, and being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of such entity by ~~himself/herself~~ as such *Authorized Representative*.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

[Signature]
Notary Public *Attorney at Law, State of New Jersey*
My Commission Expires: _____