

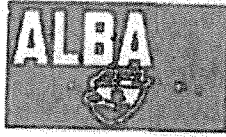
## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM563046

<b>SUBMISSION TYPE:</b>	RESUBMISSION		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>RESUBMIT DOCUMENT ID:</b>	900533835		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Albany Arena Football Team, LLC		12/01/2017	Limited Liability Company:
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	IFL Partners, LLC		
<b>Street Address:</b>	3212 North Eden Road		
<b>Internal Address:</b>	Suite B		
<b>City:</b>	Spokane Valley		
<b>State/Country:</b>	WASHINGTON		
<b>Postal Code:</b>	99216		
<b>Entity Type:</b>	Limited Liability Company: WASHINGTON		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3665157	SPOKANE SHOCK	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	3128289635		
<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>			
<b>Phone:</b>	312-755-3188		
<b>Email:</b>	wniro@agdglaw.com		
<b>Correspondent Name:</b>	William L. Niro		
<b>Address Line 1:</b>	330 N. Wabash Ave		
<b>Address Line 2:</b>	Suite 1700		
<b>Address Line 4:</b>	Chicago, ILLINOIS 60611-3586		
<b>ATTORNEY DOCKET NUMBER:</b>	TM4296		
<b>NAME OF SUBMITTER:</b>	William L. Niro		
<b>SIGNATURE:</b>	/William L. Niro/		
<b>DATE SIGNED:</b>	02/20/2020		
<b>Total Attachments: 3</b>			
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November 29, 2017

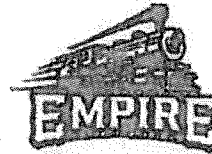
John Adams  
President  
Philadelphia Soul / Albany AFL  
Office: 215-253-4900 x172  
Fax: 215-253-4933

IFL PARTNERS, LLC  
3212 North Eden Road, Suite B  
Spokane Valley, Washington 99216

Subject: Mutual Agreement Regarding Rights in EMPIRE/SHOCK

Dear Nader:

This letter sets forth the terms by which IFL Partners, LLC ("IFL") assigns to Albany Arena Football Team, LLC ("Albany") all right, title, and interest in and to certain EMPIRE trademarks in connection with football games and related merchandise, in exchange for Albany assigning to IFL all right, title, and interest in and to certain SHOCK trademarks in connection with the same goods and services and paying IFL: [REDACTED]



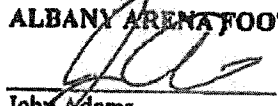
1. IFL is the owner of U.S. Trademark Registration No. 5003160 for ("SPOKANE EMPIRE FOOTBALL & Design") in connection with "entertainment in the nature of football games; organisation of sports events in the field of football" in Class 41; "athletic apparel, namely, shirts, pants, jackets, footwear, hats and caps, athletic uniforms; coats; hats; headwear; jackets; pants; pullovers; shirts; shorts; socks; sports jerseys; undergarments" in Class 25; and "decals; entry tickets; event programs; ink pens; magnetic decals; note cards; photographs; picture cards; postcards and greeting cards; posters; souvenir programs concerning indoor football; stickers; trading cards; yearbooks in the field of indoor football; bumper stickers; flags and pennants of paper" in Class 16.
2. IFL has used SPOKANE EMPIRE FOOTBALL & Design, and other trademarks incorporating EMPIRE (collectively, the "EMPIRE Marks") in connection with football games and related merchandise in commerce since at least as early as December 2015.
3. IFL hereby irrevocably conveys, transfers, and assigns to Albany, and Albany hereby accepts, all of IFL's right, title, and interest in and to (i) the EMPIRE Marks, including the trademark registration for SPOKANE EMPIRE FOOTBALL & Design, together with the

goodwill associated therewith; (ii) all rights of any kind whatsoever of IFL accruing under any of the EMPIRE Marks provided by applicable law of any jurisdiction; (iii) any and all claims and causes of action with respect to any of the foregoing, whether accruing before, on, or after the date hereof, including all rights to and claims for damages, restitution, and injunctive and other legal and equitable relief for past, present, and future infringement, dilution, misappropriation, violation, misuse, breach, or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages; and (iv) the ability to withdraw the registration for SPOKANE EMPIRE FOOTBALL & Design on behalf of IFL.

4. IFL shall not at any time or for any reason challenge either Albany's ownership or use of the EMPIRE Marks, or any other mark that Albany adopts and/or uses that incorporates the term "EMPIRE," in connection with football games and related merchandise.
5. Albany shall pay [REDACTED] to IFL in consideration of the assignment of the EMPIRE Marks.
6. As evidence by the assignment attached hereto as Exhibit A, Albany is the owner of U.S. Trademark Registration No. 3665157 ("SPOKANE SHOCK") in connection with "entertainment services, namely, organizing football games before live audiences and on television, radio, for global computer network display and other media" in Class 41; "men's, women's and children's clothing, namely, player uniforms, footwear, jersey tops and pants; cheerleader uniforms; replica uniform shirts, coaches' caps, wool hats, painters' caps, baseball caps, visors, headbands, belts, t-shirts, tanktops, golf shirts, sweaters, sweatshirts, leather jackets, neckties, coats, shorts, sweatpants, pants, socks and underwear" in Class 25; and "printed annual media guides containing information about football, bumper stickers, writing pads and pens, pencils, trading cards, posters, paper pennants, post cards, calendars, paper stickers, appliques in the form of decals, printed event admission tickets, greeting cards, newsletters and pamphlets in the field of football for distribution to television and radio media" in Class 16.
7. Albany hereby irrevocably conveys, transfers, and assigns to IFL, and IFL hereby accepts, all of Albany's right, title, and interest in and to (i) the SHOCK Marks, including the trademark registration for SPOKANE SHOCK, together with the goodwill associated therewith; (ii) all rights of any kind whatsoever of Albany accruing under any of the SHOCK Marks provided by applicable law of any jurisdiction; (iii) any and all claims and causes of action with respect to any of the foregoing, whether accruing before, on, or after the date hereof, including all rights to and claims for damages, restitution, and injunctive and other legal and equitable relief for past, present, and future infringement, dilution, misappropriation, violation, misuse, breach, or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages; and (iv) the ability to withdraw the registration for SPOKANE SHOCK on behalf of Albany.
8. Albany shall not at any time or for any reason challenge either IFL's ownership or use of any mark that incorporates the term "SHOCK" in connection with football games and related merchandise.


Kind regards,

ALBANY ARENA FOOTBALL TEAM, LLC

  
John Adams  
President  
Philadelphia Soul / Albany AFL

Accepted by:

IFL PARTNERS, LLC

  
Name: Nader Naini

Title: Managing Member

Date: 12/1/17