

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM562767

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
William J. Simmons III		02/05/2020	INDIVIDUAL:
RECEIVING PARTY DATA			
Name:	Bill Simmons Media Group, LLC		
Street Address:	1438 North Gower Street		
City:	Los Angeles		
State/Country:	CALIFORNIA		
Postal Code:	90028		
Entity Type:	Limited Liability Company: CALIFORNIA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4996444	THE BILL SIMMONS PODCAST	
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:	212-728-8000		
Email:	ipdept@willkie.com		
Correspondent Name:	Matthew S. Makover		
Address Line 1:	787 Seventh Avenue		
Address Line 4:	New York, NEW YORK 10019		
ATTORNEY DOCKET NUMBER:	126777.00001		
NAME OF SUBMITTER:	Matthew S. Makover		
SIGNATURE:	/Matthew S. Makover/		
DATE SIGNED:	02/19/2020		
Total Attachments: 5			
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Trademark Assignment

This Trademark Assignment (this "Trademark Assignment"), is made and entered into as of February 5, 2020 ("Effective Date") by and between William J. Simmons III ("Assignor"), and Bill Simmons Media Group, LLC, a California limited liability company ("Assignee") (each a "Party" and together, the "Parties").

RECITALS

WHEREAS, Assignor is the owner of all right, title, and interest in and to the trademark registration set forth on Schedule A hereto, including all goodwill associated therewith (the "Trademark");

WHEREAS, pursuant to that certain Assignment Agreement, dated as of the date hereof, by and between Assignor and Assignee (the "Assignment Agreement"), Assignor agreed to assign, sell, convey, and transfer, and desires to assign, sell, convey, and transfer, all of Assignor's right, title, and interest in and to certain of Assignor's intellectual property, including the Trademark; and

WHEREAS, the Parties have agreed to execute and deliver this Trademark Assignment for recording with the United States Patent and Trademark Office and corresponding entities or agencies in any applicable jurisdictions.

NOW, THEREFORE, in consideration of the representations, warranties, covenants and agreements contained in the Assignment Agreement and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. Assignor hereby irrevocably sells, conveys, assigns, transfers and delivers to Assignee and its successors and assigns, and Assignee hereby purchases and acquires from Assignor, without reservation of any rights, title or interest, all of Assignor's right, title, and interest in, to, and under the Trademark, and (a) all goodwill of Assignor's business associated therewith or symbolized thereby, (b) all benefits, privileges and common law rights relating to the Trademark, including the right to grant licenses or other interests therein, and (c) any and all claims and causes of action, with respect to the Trademark, whether accruing before, on or after the date of this Trademark Assignment, including, without limiting the generality of the foregoing, all rights to and claims for damages, restitution and injunctive and other legal and equitable relief for past, present and future infringement, misappropriation, violation, misuse, breach or default or any other claim or cause of action related to the Trademark.

2. Assignor hereby authorizes and requests the Commissioner for Trademarks in the United States Patent and Trademark Office and the officials of corresponding entities or agencies in any applicable jurisdictions to record and register this Trademark Assignment, to record Assignee as the owner of the Trademark, and to issue the Trademark to Assignee, as assignee of Assignor's right, title and interest in, to and under the same.

3. Following the date hereof, at Assignee's cost and expense, Assignor shall take such steps and actions, and provide such cooperation and assistance to Assignee and its successors, assigns, and legal representatives, including the execution and delivery of any affidavits, declarations, oaths, exhibits, assignments, powers of attorney, or other documents, as may be necessary to effect, evidence, or perfect the assignment of the Trademark to Assignee, or any assignee or successor thereto.

4. Whenever possible, each provision of this Trademark Assignment will be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Trademark Assignment is held to be prohibited by or invalid under applicable law, such provision will be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Trademark Assignment.

5. This Trademark Assignment and all disputes or controversies (whether civil, criminal or administrative and whether based in contract, tort or otherwise), directly or indirectly, arising out of or in connection with or relating to any matter which is the subject of this Trademark Assignment shall be governed by and construed in accordance with the laws of the State of California, without giving effect to any choice of law or conflict of laws provision or rule (whether of the State of California or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of California.

6. This Trademark Assignment may be executed in counterparts, any one of which may be by .PDF (or comparable electronic media), and all of which taken together shall constitute one and the same instrument.

7. This Trademark Assignment shall constitute the entire agreement between the Parties and supersede any prior understandings, agreements or representations by or between the Parties, written or oral, which may have related to the subject matter hereof in any way. This Trademark Assignment may not be amended, altered, or modified except by a written instrument executed on behalf of the Parties by their respective duly authorized representatives. Including and words of similar import shall be deemed to be followed by "without limitation."

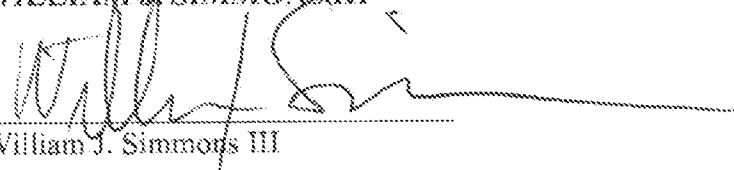
8. Nothing contained in this Trademark Assignment is intended to or shall be deemed to modify, supersede, alter, amend or otherwise change any of the rights and remedies, or any of the obligations of Assignor or Assignee set forth in the Assignment Agreement.

[SIGNATURE PAGES TO FOLLOW]

IN WITNESS WHEREOF, the Parties have executed this Trademark Assignment as of the Effective Date.

ASSIGNOR:


WILLIAM J. SIMMONS III



William J. Simmons III

ASSIGNEE:

**BILL SIMMONS MEDIA GROUP,
LLC**

By: 
Name: William J. Simmons III
Title: Chief Executive Officer

[Signature Page to Trademark Assignment]

**TRADEMARK
REEL: 006867 FRAME: 0158**

Schedule A

Trademark

COUNTRY	MARK	REG. NO.	REG. DATE
USA	THE BILL SIMMONS PODCAST	4996444	7/12/2016