

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM653921

SUBMISSION TYPE:	RESUBMISSION		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
RESUBMIT DOCUMENT ID:	900616083		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
ASAIG SubCo, LLC	FORMERLY Aztec / Shaffer, LLC	04/23/2021	Limited Liability Company: TEXAS
ASAIG, LLC		04/23/2021	Limited Liability Company: TEXAS
RECEIVING PARTY DATA			
Name:	Arena Aztec Shaffer, LLC formerly AAS OPCO, LLC		
Street Address:	601 W 6th St		
City:	Houston		
State/Country:	TEXAS		
Postal Code:	77007		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	5430921	SHAFFER SPORTS & EVENTS	
Registration Number:	5309303	AZTEC EVENTS & TENTS	
CORRESPONDENCE DATA			
Fax Number:	2026725399		
<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:	713-276-5500		
Email:	ipdocketing@foley.com, sfelde@foley.com		
Correspondent Name:	Foley & Lardner LLP		
Address Line 1:	3000 K Street, N.W. Suite 600		
Address Line 4:	Washington, D.C. 20007-5109		
ATTORNEY DOCKET NUMBER:	128392-0101		
NAME OF SUBMITTER:	Sara M. Felde		
SIGNATURE:	/Sara M. Felde/		
DATE SIGNED:	06/15/2021		
Total Attachments: 7			

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INTELLECTUAL PROPERTY ASSIGNMENT

This Intellectual Property Assignment (this "Assignment") is made and entered into effective as of April 23, 2021 (the "Effective Date"), by and among ASAIG SubCo, LLC, a Texas limited liability company formerly known as Aztec / Shaffer, LLC ("Aztec"), ASAIG, LLC, a Texas limited liability company ("ASAIG", and together with Aztec, the "Assignors"), and Arena Aztec Shaffer, LLC, a Delaware limited liability company formerly known as AAS OPCO, LLC (such entity and its permitted successors, designees and assigns, "Assignee"). Assignee is the designee of AAS Holdco, LLC, a Delaware limited liability company formerly known as AAS BIDCO, LLC ("Buyer"). Capitalized terms used but not defined in this Assignment shall have the respective meanings ascribed to them in the Asset Purchase Agreement, dated the Effective Date (the "Purchase Agreement") entered into by and among Assignors and Buyer. Assignors and Assignee may be referred to herein individually as a "Party" and collectively as the "Parties."

RECITALS

WHEREAS, pursuant to the terms and conditions of the Purchase Agreement, each Assignor has agreed to sell, assign, transfer, convey and deliver to Assignee, and Assignee has agreed to purchase, all of such Assignor's right, title and interest in and to the Intellectual Property owned by such Assignor (the "Assigned Intellectual Property") on the terms and subject to the conditions set forth in the Purchase Agreement.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and as more fully set forth in the Purchase Agreement and subject to the terms and conditions therein, the Parties, intending to be legally bound, hereby agree as follows:

1. Assignment. Effective as of the Effective Date, each Assignor hereby irrevocably and unconditionally sells, assigns, transfers, conveys and delivers to Assignee all of such Assignor's right, title and interest in and to all Assigned Intellectual Property, including without limitation all worldwide right, title and interest in and to:

(a) all United States, state and foreign trademarks and service marks, logos, designs, slogans, product and service names, product descriptions, trade dress, trade names, corporate names and other trade designations, together with the goodwill connected with the use of and symbolized thereby, whether the foregoing are registered or unregistered, and all United States, state and foreign registrations and applications to register the foregoing, identified in Schedule A attached hereto (the "Trademarks");

(b) all internet domain names and social media account or user names, whether or not trademarks, all associated web addresses, URLs, websites and web pages, social media accounts and pages, and all content and data thereon or relating thereto, whether or not copyrights, identified in Schedule B attached hereto (the "Domain Names");

(c) all trade secret rights and other similar rights in confidential ideas, know-how, concepts, methods, processes, formulae, reports, data, customer lists, mailing lists, business plans, and other proprietary information, all of which derive value, monetary or otherwise, from being maintained in confidence and not known to such Assignor's competitors;

(d) all of such Assignor's right to file patent, trademark and copyright applications in the United States and throughout the world for the Assigned Intellectual Property;

(e) all of such Assignor's rights in the Assigned Intellectual Property to (i) maintain all applications, registrations, renewals and extensions thereof and (ii) commercialize, exploit, grant licenses or other interests therein; and

(f) all rights to sue and prosecute for past, present and future infringement, misappropriation or other violation of rights related to the Assigned Intellectual Property, and all rights corresponding thereto throughout the world for the Assigned Intellectual Property rights assigned therein.

2. Authorization. Each Assignor authorizes and requests the Commissioner of Patents and Trademarks of the United States and the corresponding entities or agencies in any applicable foreign jurisdictions, whose duty is to issue evidence or forms of industrial property protection on applications as aforesaid, to issue the same to Assignee and to record Assignee as owner of the Trademarks, as assignee of the entire right, title and interest in, to and under the same, for the sole use and enjoyment of Assignee, its successors, assigns or other legal representatives.

3. Further Assurances. Each Assignor shall provide Assignee, its successors and assigns with such assistance as Assignee may reasonably request and at Assignee's expense to record Assignee as assignee of the Trademarks, including, without limitation, upon request by Assignee, by executing and if necessary, using commercially reasonable efforts to request current or former employees or contractors execute, as applicable, all appropriate applications and any further recordable form assignments or other documents or instruments. Without limiting the foregoing, each Assignor will at Assignee's request and sole cost do all things necessary, proper or advisable to reasonably assist Assignee in transferring all Domain Names assigned herein, including as applicable, placing each of the Domain Names in "unlocked" status and providing to Assignee the Internet domain name registrars' transfer authorization codes for each of the Domain Names and any other information reasonably required to effectuate the transfer of such Assignor's right, title and interest in the Domain Names to Assignee.

4. Governing Law; Jurisdiction. The terms and provisions set forth in Section 9.8 (Governing Law; Jurisdiction) of the Purchase Agreement are hereby incorporated and shall apply to this Assignment, mutatis mutandis.

5. Counterparts. This Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement.

6. Entire Agreement; Amendment. This Assignment and the Purchase Agreement represent the entire agreement between the Parties with respect to the subject matter hereof and may be modified or amended only by a writing signed by both Parties that specifically mentions this Assignment. No waiver, modification or amendment of any provision of this Assignment shall be valid unless in writing and signed by the Party against whom such claimed waiver, modification or amendment is sought to be enforced.

7. Binding Agreement. This Assignment shall be binding on and inure to the benefit of Assignee, Assignors and their respective successors and assigns. In the event of a conflict between this Assignment and the Purchase Agreement, the Purchase Agreement shall control.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have caused this Assignment to be duly executed as of the date first written above.

ASSIGNORS:

ASAIG SubCo, LLC

By: 

Name: Brian A. Williams

Title: Chief Restructuring Officer

ASAIG, LLC

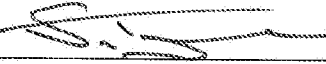
By: 

Name: Brian A. Williams

Title: Chief Restructuring Officer

ASSIGNEE:

Arena Aztec Shaffer, LLC

By: 
Name: S. MOWBRIDGE
Title: VICE PRESIDENT

[SIGNATURE PAGE TO INTELLECTUAL PROPERTY ASSIGNMENT]

SCHEDULE A
TRADEMARKS

Grantor	Mark	Application / Registration No.	Application / Registration Date
ASAIG SubCo, LLC	Shaffer Sports & Events	5430921	March 27, 2018
ASAIG SubCo, LLC	Aztec Events & Tents	5309303	October 17, 2017

SCHEDULE B
DOMAIN NAMES

aztecusa.com

shaffersports.com

Schedule B

RECORDED: 05/12/2021

TRADEMARK
REEL: 007325 FRAME: 0702