

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM807657

SUBMISSION TYPE:	RESUBMISSION		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
RESUBMIT DOCUMENT ID:	900769173		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Icon Sports LLC		03/15/2023	Limited Liability Company: WASHINGTON
RECEIVING PARTY DATA			
Name:	Titus Entertainment 2, LLC		
Street Address:	207 South Gillette Avenue		
City:	Gillette		
State/Country:	WYOMING		
Postal Code:	82716		
Entity Type:	Limited Liability Company: WYOMING		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	2691663	BILLINGS OUTLAWS	
Registration Number:	2990181	BILLINGS OUTLAWS	
Registration Number:	4029971	MONTANA OUTLAWS	
CORRESPONDENCE DATA			
Fax Number:	5039723873		
<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:	503-221-1440		
Email:	trademark@tonkon.com		
Correspondent Name:	Tonkon Torp LLP		
Address Line 1:	888 SW Fifth Ave., Suite 1600		
Address Line 4:	Portland, OREGON 97204		
ATTORNEY DOCKET NUMBER:	34085 ICON SPORTS		
NAME OF SUBMITTER:	Christopher Erickson		
SIGNATURE:	/Christopher Erickson/		
DATE SIGNED:	05/03/2023		
Total Attachments: 6			
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source=ICON SPORTS (redacted) 2023.02.28 (signed) Trademark Assignment Purchase Agreement#page6.tif

Prepared by:
G. Nolan Thomas
Steven Titus & Associates, P.C.
207 S. Gillette Ave.
Gillette, WY 82716
(307) 257-7800

TRADEMARK ASSIGNMENT AND PURCHASE AGREEMENT

This Trademark Assignment and Purchase Agreement ("Assignment") is entered into on the date set forth below on the signature pages to this Assignment, by and between Icon Sports LLC, a Limited Liability Company organized under the laws of Washington, with a principal office located at 96 Main St., Eastsound, WA 98245-9100, hereinafter referred to as "Assignor" and Titus Entertainment 2, LLC, a Limited Liability Company organized under the laws of Wyoming, with an office located at 207 South Gillette Avenue, Gillette, WY 82716 hereinafter referred to as "Assignee". The Assignor and Assignee are also collectively referred to as the "parties" or singularly as a "party" from time to time herein.

RECITALS

WHEREAS Assignor is an entity that owns certain trademarks, designs, and other intellectual property, as hereinafter more particularly described (the "marks" or "intellectual property"), associated with the Billings Outlaws of the Champions Indoor Football league (the "Outlaws");

WHEREAS Assignee is the entity that owns and operates the Outlaws;

WHEREAS Assignor has agreed to assign, transfer, and convey all rights to the marks to Assignee for good and valuable consideration as set forth herein;

WHEREAS Assignee has agreed to pay Assignor good and valuable consideration as set forth herein in exchange for the marks;

NOW, THEREFORE, in consideration of the mutual covenants hereinafter contained, it is agreed by and among the Parties hereto as follows:

1. Identification of Trademarks and Intellectual Property Assigned and Purchased.

Assignor is the record owner of the following marks:

- a. Trademark: **BILLINGS OUTLAWS**, Country: U.S., Application No. 78044690, Registration No. 2691663, Goods/Services: Class 25: Men's, women's and children's clothing, namely, athletic uniforms, Bermuda shorts, clothing caps, clothing tops, coats, golf shirts, gym shorts, gym suits, hats, head wear, jackets, jerseys, jogging suits, knit shirts, polo shirts, pullovers, shirts, shorts, sport shirts, sun visors, sweat bands, sweat pants, sweat shirts, sweat shorts, sweat suits, tank tops, t-shirts, track suits, trousers, turtlenecks, turtleneck sweaters, under shirts, warm-up suits, wind resistant jackets and wrist bands; and Class 41: Entertainment services, namely, professional football games and exhibitions with a renewal date of February 25, 2033.
- b. Trademark: **BILLINGS OUTLAWS & Design** (see the image immediately below this paragraph used for identification purposes only), Country: U.S., Application No. 78044756, Registration No. 2990181, Goods/Services: Class 25: Men's, women's and children's clothing, namely, athletic uniforms, golf shirts, gym shorts, hats, head bands, head wear, jackets, jerseys, knit shirts, polo shirts, pullovers, shirts, shorts, sport shirts, sun visors, sweat bands, sweat pants, sweat shirts, sweat shorts, sweat suits, sweaters,

tank tops, t-shirts, track suits, turtlenecks, turtleneck sweaters, under shirts, V-neck warm-up suits, wind resistant jackets and wrist bands; and **Class 41**: Entertainment services, namely, professional football games and exhibitions with a renewal date of **August 30, 2025**.



- c. Trademark: **MONTANA OUTLAWS & Design** (see the image immediately below this paragraph used for identification purposes only), Country: **U.S.**, Application No. **85975393**, Registration No. **4029971**, Goods/Services: **Class 25**: Men's, women's and children's clothing, namely, athletic uniforms, clothing tops, golf shirts, gym shorts, head wear, jackets, jerseys, knit shirts, polo shirts, pullovers, shirts, shorts, sport shirts, sweat pants, sweat shirts, sweat shorts, sweat suits, tank tops, and T-shirts



- d. Intellectual Property: all rights, title, and interest in: <https://www.billingsoutlaws.com> (the "domain name"), including all data, passwords, logins, connected email addresses, information, pictures, videos, and all other intellectual property rights associated with the domain name.

Assignor confirms that by entering into this Assignment, Assignor confirms and does hereby assign, grant, and convey to Assignee all of Assignor's right, title, and interest in and to the said marks set forth in this ¶ 1(a)-(d), any registrations associated therewith, and further any goodwill associated therewith, in exchange for the consideration described in this Assignment.

2. Consideration, Exchange, and Registration.

In consideration for Assignor's assignment to Assignee, as contemplated hereby, Assignee shall pay to Assignor the sum of [REDACTED] due on or before March 15, 2023. Within ten (10) days of receipt of [REDACTED] from Assignee, Assignor shall file an assignment through the Electronic Trademark Assignment System ("ETAS") system through the uspto.gov website. Assignor shall bear any associated fees with filing through the ETAS system. In the event this Assignment is rejected, Assignor shall take all steps necessary to cure the rejection within thirty (30) days of receipt of notice from the United States Trademark and Patent Office. At the request of Assignee, and without compensation to Assignor, Assignor shall promptly do such acts and execute, acknowledge, and deliver all such papers as may be necessary or desirable, in the sole discretion of Assignee, to obtain, maintain, protect, and/or vest in Assignee the entire right, title, and interest in and to any mark provided for in this Assignment; including rendering such assistance as Assignee may request from Assignor in any litigation, Patent and Trademark Office proceeding, or other proceedings.

3. Representations of the Assignor.

Assignor represents, warrants, and covenants that:

- a. Assignor is a limited liability company duly organized, existing, and in good standing under the laws of Washington, and the undersigned is authorized and entitled to carry on its business in the United States. The execution and the delivery of this Assignment by the Assignor, and consummation of the transactions contemplated by this Assignment, have been duly authorized by all required action of the managers and members of the Assignor and all parts thereof. Undersigned on behalf of the Assignor has full power and authority to enter into this Assignment and to carry out all the terms and provisions hereof to be carried out by the members and officers of the Company and all parts thereof, and all authorizations and consents necessary for the execution and delivery of this Assignment by them have been given by the members and officers of the Company and all parts thereof. This Assignment constitutes a legal, valid, and binding Assignment of Sellers enforceable against Sellers in accordance with its terms (subject, as to enforcement of remedies, to applicable bankruptcy, insolvency, moratorium, and similar laws affecting creditors, rights generally from time to time in effect and to equitable principles limiting the availability of the remedy of specific performance);
- b. Assignor warrants that it has all the legal rights necessary to enter into this Assignment and to agree to the terms and conditions of this Assignment.

4. Representations of Assignee;

Buyer hereby represents and warrants to sellers that:

- a. Assignee is a limited liability company organized in Wyoming with at least [REDACTED] in cash on hand;
- b. This Assignment constitutes a legal, valid, and binding obligation of Assignee;
- c. Assignee has not engaged or otherwise used the services of any broker or finder in connection with the Assignment or the transactions contemplated hereby and Assignee agrees to indemnify and hold harmless Assignor from and against any liability for any fee, compensation, commission, or expense (including attorneys' fees) arising out of any claim by any person acting or claiming to act on behalf of Assignee for fees, compensation, commission or expense with respect to the Assignment or the transactions contemplated hereby.

5. Expenses of Negotiation and Transfer

Each party shall pay the party's own expenses, taxes, and other costs incident to or resulting from this Assignment and regardless of whether the transactions contemplated hereby are consummated and unless provided otherwise.

6. Governing Law and Venue.

This Assignment shall be construed and enforced in accordance with the laws of Wyoming. All disputes arising from or related to this Assignment and the terms set forth herein to the extent governed by matters of state law shall be litigated and venue in the Sixth Judicial District, Campbell County, Wyoming.

7. Severability

If any provision of this Assignment or the application thereof to any person, firm, or circumstance is invalid, illegal, or unenforceable to any extent, the remainder of this Assignment and the application thereof will not be affected and will be enforceable to the fullest extent permitted by law. Without limiting the generality of the foregoing sentence, to the extent that any provision of this Assignment is prohibited or ineffective under Wyoming law, this Assignment will be considered amended to the smallest degree possible to make the Assignment effective and enforceable under Wyoming law.

8. Construction and Interpretation.

Whenever the singular number is used in this Assignment and when required by the context, the same will include the plural and vice versa, and the masculine gender will include the feminine and neuter genders and vice versa. Both parties recognize that this Assignment has been prepared by Buyer, and in exchange for the consideration set forth in this Assignment, both parties waive application of all rules of law or contract interpretation to the extent such rules of law or contract interpretation dictate that the terms of this Assignment should be construed against the party who drafted this Assignment. This Assignment shall be construed and interpreted as though it was drafted by Sellers and Buyer together, at arm's length, and in concert.

9. Waiver.

The parties hereto may waive rights, powers, or privileges under this Assignment; provided, that any waiver must be in writing; and further provided, that no failure or delay on the part of either of the parties to exercise any right, power, or privilege under this Assignment will operate as a waiver of the right, power, or privilege, nor will any single or partial exercise of any right, power, or privilege under this Assignment preclude any other or further exercise of that right, power, or privilege or the exercise of any other right, power, or privilege by either of the parties under the terms of this Assignment, nor will any waiver operate or be construed as a future waiver of any right, power, or privilege in this Assignment.

10. Binding Effect.

This Assignment will bind and inure to the benefit of each Assignee's principals, agents, representatives, employees, officers, directors, shareholders, partners, affiliated and subsidiary companies, and attorneys; all persons acting through, under the authority of, or in concert with any of them; and their successors, assigns, heirs, executors, and administrators.

11. Time-of-the-Essence.

Time is of the essence in this Assignment. The parties expressly recognize that, in the performance of their respective obligations under this Assignment, each party is relying on timely performance by the other party and will schedule operations and incur obligations to third parties in reliance upon timely performances by the other party and may sustain substantial losses by reason of any failure of timely performance.

12. Modification.

This Assignment may be altered or modified only by an Assignment in writing, signed by the parties.

13. Entire Assignment, Counterparts, and Electronic Signatures.

This instrument contains the entire Assignment between the parties with respect to the transaction contemplated hereby. This Assignment is intended as the final expression of the contract of the parties and parol or extrinsic evidence is inadmissible to explain, vary, or contradict the express terms of this Assignment. This Assignment may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

14. Remedies.

If either of the parties refuses to complete any of the transactions contemplated in this Assignment at the times specified herein, the aggrieved party shall be entitled to seek all relief available to him in law or equity or both, unless provided otherwise herein.

15. Voluntary Execution.

The parties each acknowledge and represent that this Assignment has been executed by them free from persuasion, fraud, undue influence, or economic, physical, or emotional duress of any kind whatsoever asserted by the other or by other persons. The parties further agree that none of the terms of this Assignment are unconscionable.

16. Independent Counsel.

The parties acknowledge and represent that each has or has had the opportunity to procure and be advised of all aspects of this Assignment by independent counsel of their own choice. The fact that Assignee prepared this typewritten Assignment has no bearing whatsoever on either party's decision to execute it, and each party is satisfied that they have freely negotiated the contents hereof free from the persuasion or influence of the other or any third party.

17. Attorney Fees.

The parties acknowledge and understand that in the event of any court proceeding of and concerning a breach of this Assignment that the non-breaching party shall be entitled to reasonable attorneys' fees from the breaching party, whether or not such attorneys' fees are incurred inside or outside of this of litigation in seeking enforcement of this Assignment, and whether or not such attorneys' fees are incurred in collecting on any outstanding judgment resulting from litigation arising as a result from a breach of this Assignment by either party.

18. Option to Re-Purchase, Intent to Abandon, and Right of First Refusal.

The parties agree that in the event Assignee fails to use any of the marks conveyed under the terms of this Assignment for a period of two (2) consecutive years, or if Assignee ever intends to abandon the marks transferred under this Assignment for no consideration, then Assignor will have the option to re-purchase the marks back from Assignee for [REDACTED] in cash. This option will only be applicable if

18.A - Assignee to notify Assignor of intent or cause to abandon. TT

Assignee abandons or fails to use the marks. If Assignee chooses to sell the entire team, all of Assignee's membership interests in Assignee's business entity, or to sell the marks sold under this Assignment to a third party, the option provided in this paragraph will not be applicable or give Assignor any kind right of first refusal to the marks.

Assignee will contact Mike D. Parnell or Icon Sports LLC about any sale of any trademarks.

ASSIGNEE:

ASSIGNOR:

Dated: 2/20/2023

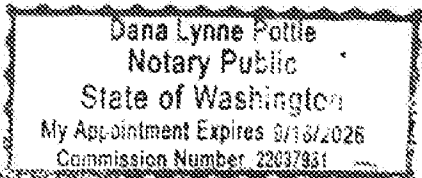
Dated: 3-15-23

[Signature]
Steven Titus, authorized agent
of Titus Entertainment 2, LLC.

[Signature]
Mike D. Parnell, authorized agent
of Icon Sports LLC.

STATE OF Washington }
COUNTY OF San Juan } §

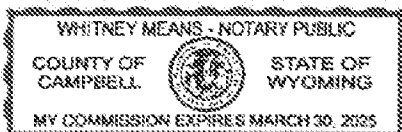
The preceding was executed and acknowledged before me by Mike D. Parnell, who, after first being duly sworn and deposed, represented he was an authorized agent to act on behalf of Icon Sports, LLC, a Washington Limited Liability Company with a principal address located at the place first written above and in whose behalf he signed the same. The above-mentioned Limited Liability Company has caused this instrument to be executed on its behalf pursuant to the authority of its members or managers by and through Mike D Parnell on this 15th day of March, 2023.



[Signature]
Notary Public
My commission expires: 9/13/2026

STATE OF WYOMING }
COUNTY OF CAMPBELL } §

The preceding was executed and acknowledged before me by Steven J. Titus, who, after being duly sworn and deposed, represented he was an authorized agent to act on behalf of Titus Entertainment 2, LLC, a Wyoming Limited Liability Company with a principal address located at the place first written above and in whose behalf he signed the same. The above-mentioned Limited Liability Company has caused this instrument to be executed on its behalf pursuant to the authority of its members or managers by and through Steven J. Titus on this 28th day of February, 2023.



[Signature]
Notary Public
My commission expires: 3-30-25