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TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

 SUBMISSION TYPE:
 NEW ASSIGNMENT

 NATURE OF CONVEYANCE:
 ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
LAS VEGAS REVIEW-JOURNAL, INC.		04/19/2023	Corporation: DELAWARE

RECEIVING PARTY DATA

Name:	RAIDERS FOOTBALL CLUB, LLC		
Street Address:	1475 RAIDERS WAY		
City:	HENDERSON		
State/Country:	NEVADA		
Postal Code:	89052		
Entity Type:	Limited Liability Company: NEVADA		

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark		
Registration Number:	7031522	VEGAS NATION		

CORRESPONDENCE DATA

Fax Number: 2029425999

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.

Phone: 202.942.5000

Email: trademarkdocketing@arnoldporter.com,

thomas.magnani@arnoldporter.com, elisabeth.richards@arnoldporter.com

Correspondent Name: Thomas A. Magnani

Address Line 1: 601 Massachusetts Ave., NW

Address Line 2: IP DOCKETING

Address Line 4: Washington, D.C. 20001

ATTORNEY DOCKET NUMBER:	64120.00062		
NAME OF SUBMITTER:	Thomas A. Magnani		
SIGNATURE:	/Thomas A. Magnani/		
DATE SIGNED:	07/11/2023		

Total Attachments: 6

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TRADEMARK ASSIGNMENT

This **TRADEMARK ASSIGNMENT** (this "<u>Assignment</u>") is made by and between Raiders Football Club, LLC, a Nevada limited liability company having a place of business at 1475 Raiders Way, Henderson, Nevada 89052 (the "<u>Assignee</u>") and Las Vegas Review-Journal, Inc., a Delaware corporation having a place of business at 1111 West Bonanza Road, Las Vegas, Nevada 89106 ("<u>Assignor</u>") and shall be effective as of April 19, 2023 (the "<u>Effective Date</u>"). Assignee and Assignor are each referred to herein as a "<u>Party</u>" and, collectively, as the "<u>Parties</u>."

RECITALS

WHEREAS, Assignor is the record owner of the trademarks and trademark registrations set forth on <u>Schedule 1</u> attached hereto (the "<u>Transferred Marks</u>");

WHEREAS, pursuant to that certain Trademark Assignment and License Agreement, dated June 14, 2021, by and between Assignee and Assignor (the "Agreement"), Assignor has agreed to transfer to Assignee all of Assignor's right, title and interest in and to the Transferred Marks, as well as the goodwill associated therewith and symbolized thereby; and

WHEREAS, pursuant to the Agreement, Assignor has agreed to execute and deliver this Assignment for recordation purposes;

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants and agreements set forth below, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

ARTICLE I ASSIGNMENT

- Section 1.1 <u>Assignment</u>. Assignor hereby assigns, transfers, and conveys to Assignee in perpetuity, and Assignee hereby accepts, any and all right, title, and interest, including all statutory and common law rights, in the United States and throughout the world, whether now or hereafter existing, in and to the Transferred Marks, together with all goodwill of Assignor associated with, and symbolized by, the Transferred Marks. As part of (and without limiting) such assignment, Assignor assigns, transfers, and conveys to Assignee, for Assignee's own use and enjoyment and for the use and enjoyment of Assignee's successors, assigns, and other legal representatives, the following:
- (a) all applications, registrations, issuances, extensions and renewals of the Transferred Marks;
- (b) the right to prosecute, maintain and defend the Transferred Marks before any public or private agency, office or registrar, including by filing extensions and all other applications relating to the Transferred Marks;
- (c) the right, if any, to claim priority based on the filing dates of any of the Transferred Marks under the Paris Convention for the Protection of Industrial Property, the Madrid Agreement, the Madrid Protocol, and all other treaties of like purposes;

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- (d) the right to sue and recover damages or other compensation for any and all past, present, or future infringement, claims of unfair competition, likelihood of confusion or dilution, and any other claims or causes of action related to the Transferred Marks, the right to sue and obtain equitable relief, including injunctive relief, in respect of any such claim or cause of action, and the right to fully and entirely stand in the place of Assignor in all matters related thereto; and
- (e) all rights to collect royalties and other payments under or on account of any of the Transferred Marks or any other rights identified in this Assignment.
- Section 1.2 <u>Recordation</u>. Assignor hereby authorizes the Commissioner for Trademarks in the United States Patent and Trademark Office, the corresponding entities or agencies in each applicable foreign country or multinational authority, and applicable state trademark agencies to (a) record Assignee as assignee and owner of the entire interest in the Transferred Marks or other rights identified in this Assignment; (b) deliver to Assignee, and to Assignee's attorneys, agents, successors, or assigns, all official documents and communications as may be warranted by this Assignment; and (c) issue any and all registrations, certificates, or other governmental grants or issuances that may be granted upon any of the Transferred Marks or other rights identified in this Assignment in the name of Assignee, as the assignee to the entire interest therein.
- Section 1.3 Further Assurances. At any time after the Effective Date, upon Assignee's reasonable request, Assignor shall promptly (at no charge but at the Assignee's expense for any reasonable and necessary out-of-pocket costs), execute and deliver such other documents, deliver specimens or other proof of use of the Transferred Marks in Assignor's possession, and take such other actions as the Assignee may reasonably request, that are necessary for effectuating, perfecting, recording, prosecuting, maintain, enforcing, or defending any rights in the Transferred Marks or other rights conveyed hereby.

ARTICLE II MISCELLANEOUS

- Section 2.1 <u>Interpretation</u>. The headings in this Assignment are for reference only and shall not affect the interpretation of this Assignment. This Assignment may only be amended, modified or supplemented by an agreement in writing signed by each Party hereto. This Assignment has been entered into in accordance with the Agreement and is expressly subject to the terms thereof. This Assignment shall not be construed to limit the rights or obligations of either Party under the Agreement.
- Section 2.2 Governing Law. This Assignment and any claim or controversy hereunder shall be governed by and construed in accordance with the laws of the State of Nevada without giving effect to the principles of conflict of laws thereof.
- Section 2.3 <u>Counterparts and Facsimile Signatures</u>. This Assignment may be executed in one or more counterparts, each of which shall be deemed to be an original copy all of which, when taken together, will be deemed to constitute one and the same document, and will be effective when counterparts have been signed by each of the Parties and delivered to the other Parties. Counterparts may be delivered by facsimile, e-mail (including .pdf or any electronic signature

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complying with the U.S. federal ESIGN Act of 2000, e.g., www.docusign.com) or other means of transmission method and any counterpart so delivered shall be deemed to have been duly and validly delivered and be valid and effective for all purposes. The delivery of copies of this Agreement, including executed signature pages, by electronic transmission will constitute effective delivery of this Agreement for all purposes.

Section 2.4 <u>Successors and Assigns</u>. This Assignment is executed by, shall be binding upon, and shall inure to the benefit of, the Parties hereto and their respective successors and assigns for the uses and purposes above set forth.

Section 2.5 <u>Relationship to Agreement</u>. Notwithstanding anything in this Assignment to the contrary, nothing in this Assignment, express or implied, is intended or shall be construed to modify, expand or limit in any way the terms and conditions of the Agreement, all of which shall survive the delivery of this Assignment to the extent provided in the Agreement. To the extent that any provision of this Assignment conflicts or is inconsistent with the terms and conditions of the Agreement, the Agreement shall govern.

CONFIDENTIAL A&P DRAFT 5/5/23

IN WITNESS WHEREOF, the Parties hereto have duly executed and delivered this Assignment as of the date first written above.

ASSIGNOR:

LAS VEGAS REVIEW-JOURNAL, INC.

By: V / / V Name REITH MOYER

State of Nevader

County of Mark)

I certify under PENALTY OF PERJURY under the laws of the State of \(\frac{\sqrt{eved}}{\sqrt{eved}} \) that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

AWA NOHESI QUIQUIVIX-MARTINEZ
Hotary Public, State of Nevada
No. 05-94128-1
My Appt. Exp. Dec. 12, 2024

Signature And Agent May

[Signature Page to Trademark Assignment]

TRADEMARK
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ASSIGNEE:

RAIDERS FOOTBALL CLUB, LLC

Name: Sandra Douglass Mongan

Title: President

ACKNOWLEDGEMENT

State of Devada)

County of (Lark)

On June 32., 2023, before me, Little Dubrase., the undersigned, a Notary Public for the state, personally appeared Live Language, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument, the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of Negato that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature

HOLLY DUCHARME
NOTARY PUBLIC
STATE OF NEVADA
by Commission Expires: 01/24/2026
Certificate No: 18-2078-1

[Signature Page to Trademark Assignment]

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TRADEMARK ASSIGNMENT - SCHEDULE 1

Transferred Trademarks

Mark	Owner	Filing Basis Status	Appin Date Appin No.	Reg Date Reg No.	Goods/Services
VEGAS NATION	Las Vegas Review- Journal, Inc.	USPTO - Registered	September 3, 2020. 90,157,661	April 18, 2023. 7,031,522	International Class 016; U.S. Classes 002 005 022 023 029 037 038 050: Printed magazines, printed columns and printed periodicals featuring general and local news and events, entertainment, popular culture, leisure, sports and information of general human interest.

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RECORDED: 07/12/2023