

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM865162

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Urban Fitness League LLC		12/25/2023	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	XFL Properties LLC		
Street Address:	600 Steamboat Road, Suite 107		
City:	Greenwich		
State/Country:	CONNECTICUT		
Postal Code:	06830		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	5707144	UFL	
Registration Number:	5389680	UFL	
CORRESPONDENCE DATA			
Fax Number:	2127352000		
<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:	212-735-2517		
Email:	smarquez@skadden.com		
Correspondent Name:	Michael Oren Epstein		
Address Line 1:	Skadden, Arps, Slate, Meagher & Flom LLP		
Address Line 2:	One Manhattan West		
Address Line 4:	New York, NEW YORK 10001-8602		
ATTORNEY DOCKET NUMBER:	238990/6		
NAME OF SUBMITTER:	Michael Oren Epstein		
SIGNATURE:	/MOE/		
DATE SIGNED:	01/02/2024		
Total Attachments: 4			
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TRADEMARK ASSIGNMENT AGREEMENT

THIS ASSIGNMENT AGREEMENT ("Agreement") is entered into this 25th Day of December, 2023 ("Effective Date") by and between Urban Fitness League LLC, a Delaware limited liability company with an address at 108 West 13th Street, Wilmington, DE 19801 ("Assignor") and XFL Properties LLC, a Delaware limited liability company with an address of 600 Steamboat Road, Suite 107 Greenwich CT 06830 ("Assignee").

WHEREAS, Assignor owns and uses the name and mark UFL (the "Mark") in connection with a calisthenics sports league and related goods and services; and

WHEREAS, Assignor has agreed to irrevocably sell, transfer and assign to Assignee, all right, title and interest in and to the Mark, including those items set forth on Exhibit A attached hereto (collectively, the "Brand Assets").

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. Assignment. Assignor hereby irrevocably sells, transfers and assigns to Assignee (and Assignee hereby purchases and acquires from Assignor) all right, title and interest in and to the Brand Assets, throughout the world, together with any and all (i) goodwill associated therewith or symbolized thereby, (ii) applications or registrations therefor and renewals thereof, (iii) income, royalties, damages and payments now or hereafter due or payable with respect to the Brand Assets, and (iv) rights, benefits, privileges, causes of action, rights to sue, common law rights and remedies corresponding or relating thereto, including Assignor's rights to: (a) apply for and maintain registrations, renewals and/or extensions thereof, (b) sue, counterclaim and otherwise bring actions and recover and collect damages for past, present and future infringement, misappropriation, dilution or other violation thereof, and (c) grant licenses or other interests therein (including assigning such rights to a third party), in each case, throughout the world (the "Assigned Rights"). The foregoing assignment shall be for Assignee's own benefit, use and enjoyment, and for the benefit, use and enjoyment of Assignee's affiliates, licensees, successors, assigns and other legal representatives.

2. Due Authorization. Assignor hereby authorizes and requests the Commissioner of Trademarks of the United States Patent and Trademark Office and any other applicable governmental entity or registrar (including any applicable foreign or international office or registrar) to record Assignee as the owner of the Brand Assets, and to issue any and all Brand Assets to Assignee, as assignee of Assignor's entire right, title and interest in, to, and under the same. Assignee shall have the right to record this Agreement with the United States Patent and Trademark Office and all applicable governmental authorities and registrars so as to evidence and perfect its ownership of the Brand Assets.

3. Governing Law. This Agreement, and all claims or causes of action based upon, arising out of, or related to this Agreement, shall be governed by, and construed in accordance with, the laws of the State of New York, without giving effect to principles or rules of conflict of laws to the extent such principles or rules would require or permit the application of laws of another jurisdiction.

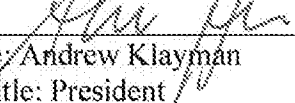
{Remainder of page left blank intentionally; signature page follows}

[Trademark Assignment Agreement]

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed, by their duly authorized representatives as of Dec 24, 2023

URBAN FITNESS LEAGUE LLC

By: WL US Sports League, Inc.
Its: Sole Member

By: 
Name: Andrew Klayman
Title: President

XFL PROPERTIES LLC

By: _____
Name:
Title:

[Signature Page to Trademark Assignment Agreement]

TRADEMARK
REEL: 008306 FRAME: 0057

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed, by their duly authorized representatives as of 01/24, 2023

URBAN FITNESS LEAGUE LLC

By: WL US Sports League, Inc.
Its: Sole Member

By: _____
Name: Andrew Klayman
Title: President

XFL PROPERTIES LLC

By: DocuSigned by:
Russell Brandon
D58DD8643D4405
Name: Russell Brandon
Title: President, League and Football Operations

EXHIBIT A

- The UFL name and mark as used in connection with a calisthenics sports league and related goods and services
- U.S. Trademark Registration No. 5,707,144 for UFL
- U.S. Trademark Registration No. 5,389,680 for UFL

[Exhibit A to Trademark Assignment Agreement]