

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM867676

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Football United LLC		12/26/2023	Limited Liability Company: GEORGIA
Joe McClendon III		12/26/2023	INDIVIDUAL:
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: 1			
Property Type	Number	Word Mark	
Serial Number:	97669081	UNITED FOOTBALL LEAGUE	
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:	01/11/2024		
Total Attachments: 5			
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TRADEMARK ASSIGNMENT AGREEMENT

THIS ASSIGNMENT AGREEMENT (“Agreement”) is entered into this December 26, 2023 (“Effective Date”) by and between FOOTBALL UNITED LLC, a Georgia limited liability company located at 100 Hartsfield Center Parkway, Ste. 500, Atlanta, GA 30354 (“Football United”) and Mr. Joe McClendon III, an individual with an address at 4060 Sandhill Crane Terrace, Middleburg, FL 32068 (together with Football United, “Assignors”) and XFL Properties LLC, a Delaware limited liability company with an address of 600 Steamboat Road, Suite 107 Greenwich CT 06830 (“Assignee”).

WHEREAS, Assignors own and use the names and marks UFL and UNITED FOOTBALL LEAGUE (the “Marks”) in connection with professional football games and related goods and services; and

WHEREAS, Assignors have agreed to irrevocably sell, transfer and assign to Assignee, their respective successors and assigns, all right, title and interest in and to the Marks and any other names, marks or designs containing, comprising, derivative of or similar to the foregoing (including any translations or transliterations thereof in any language), and any domain names, social media usernames and accounts, URLs containing, comprising or similar to any of the foregoing, and any other similar identifiers or designations of source or origin containing, comprising or similar to any of the foregoing (collectively, the “Brand Assets”) and any domain names and social media usernames and accounts included in the Brands Assets, including any that contain or comprise the words “UNITED FOOTBALL LEAGUE”, the words “UNITED” and “FOOTBALL” in any combination (whether or not together with other words), or the word “UFL” (collectively, the “Digital Assets”), in each case, including those items set forth on Exhibit A attached hereto.

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

1. Assignment. Assignors hereby irrevocably sell, transfer and assign to Assignee (and Assignee hereby purchases and acquires from Assignors) 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 Assignors’ 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 use and enjoyment, and for the use and enjoyment of Assignee’s affiliates, successors, assigns and other legal representatives. For the avoidance of doubt, Assignee is not assuming any liability of any Assignor or otherwise relating to the Assigned Rights or any contracts entered into by Assignor (or obligations thereunder or relating thereto) in connection with the Assigned Rights (or any associated restrictions or limitations on use of the Assigned Rights associated therewith).

2. Due Authorization. Assignors hereby authorize and request (i) 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 Assignors' entire right, title and interest in, to, and under the same, and (ii) the applicable registrar or other registration authority to transfer the Digital Assets from the account of the applicable Assignor to the Assignee (or its designee). 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.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed, by their duly authorized representatives as of 12/20/2023.

FOOTBALL UNITED LLC

JOE MCCLENDON III

By: _____
Name: Joe McClendon III
Title: CEO
DocuSigned by: Joe McClendon III
876EAFA35A41450...

By: _____
Name: Joe McClendon III
Title: CEO
DocuSigned by: Joe McClendon III
876EAFA35A41450...

XFL PROPERTIES LLC

By: _____
Name:
Title:

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed, by their duly authorized representatives as of December 26, 2023.

FOOTBALL UNITED LLC

JOE MCCLENDON III

By: _____
Name:
Title:

By: _____
Name:
Title:

XFL PROPERTIES LLC

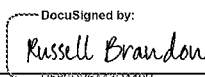
By:  _____
Name: Russell Brandon
Title: President, League and Football Operations

EXHIBIT A

The UNITED FOOTBALL LEAGUE name and mark, including U.S. Trademark Application, Serial No. 97/669,081

The UFL name and mark



The following domain names:

www.uflfootball.com;

www.uflplus.com

The following social media usernames and accounts:

<https://www.facebook.com/ufl.unitedfootball>;

https://twitter.com/ufl_league;

<https://www.instagram.com/ufl.league/>;

<https://www.youtube.com/@uflnetwork904/>;

<https://www.tiktok.com/@theufl2022>

[Exhibit A to Trademark Assignment Agreement]