

Form PTO-1594 (Rev. 03-11)  
OMB Collection 0651-0027 (exp. 03/31/2012)

U.S. DEPARTMENT OF COMMERCE  
United States Patent and Trademark Office

### RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

#### 1. Name of conveying party(ies):

Bay Area Women's Soccer, LLC,  
Brian Nesmith,  
Nancy Nesmith

- Individual(s)                       Association
- General Partnership               Limited Partnership
- Corporation- State: \_\_\_\_\_
- Other Limited Liability Company

Citizenship (see guidelines) Delaware

Additional names of conveying parties attached?  Yes  No

#### 3. Nature of conveyance /Execution Date(s) :

Execution Date(s) 02/03/11

- Assignment                               Merger
- Security Agreement                   Change of Name
- Other \_\_\_\_\_

#### 2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached?  Yes  No

Name: Women's Soccer, LLC

Internal

Address: 1750 Montgomery Street

Street Address: 1st Floor

City: San Francisco

State: CA

Country: USA                              Zip: 94111

- Association      Citizenship \_\_\_\_\_
- General Partnership      Citizenship \_\_\_\_\_
- Limited Partnership      Citizenship \_\_\_\_\_
- Corporation      Citizenship \_\_\_\_\_
- Other LLC      Citizenship Delaware

If assignee is not domiciled in the United States, a domestic representative designation is attached:  Yes  No  
(Designations must be a separate document from assignment)

#### 4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

3897622, 3894425

Additional sheet(s) attached?  Yes  No

#### C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

FC Gold Pride and Gold Pride character marks

#### 5. Name & address of party to whom correspondence concerning document should be mailed:

Name: Vicki Veemaker

Internal Address: \_\_\_\_\_

Street Address: Shearman & Sterling, LLP

Five Palo Alto Square, 6th Floor

City: Palo Alto

State: CA                              Zip: 94306-2155

Phone Number: 650-838-3763

Fax Number: 650-838-5147

Email Address: vveemaker@shearman.com

#### 6. Total number of applications and registrations involved:

2

#### 7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 65.00

- Authorized to be charged to deposit account
- Enclosed

#### 8. Payment Information:

Deposit Account Number \_\_\_\_\_

Authorized User Name \_\_\_\_\_

#### 9. Signature:

Signature

4/27/12

Date

Jennifer O'Sullivan

Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 16

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:  
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

OP \$65.00 389762

**GOOD PRIDE**

Registration # ~~30971022~~  
30971022

Registration # 3894425

FC GOLD PRIDE

## ASSIGNMENT AND ASSUMPTION AGREEMENT

This ASSIGNMENT AND ASSUMPTION AGREEMENT (this "*Agreement*"), effective as of February 3, 2011 ("*Effective Date*"), is by and among BAY AREA WOMEN'S SOCCER, LLC, a Delaware limited liability company ("*Bay Area*"), BRIAN NESMITH, and NANCY NESMITH (the "*NeSmiths*," and together with Bay Area and any person or entity making claims through any of them, the "*Transferring Parties*"), and WOMEN'S SOCCER, LLC, a Delaware limited liability company d/b/a Women's Professional Soccer (the "*League*").

### RECITALS

WHEREAS, the League is a women's professional soccer league;

WHEREAS, the NeSmiths currently hold all outstanding membership interests of Bay Area, the entity that holds the Women's Professional Soccer franchise for the FC Gold Pride soccer team (the "*Franchise*");

WHEREAS, Bay Area is a Member of the League and a party to that Second Amended and Restated Limited Liability Company Agreement of the League dated as of September 15, 2008, as amended (the "*League LLC Agreement*"), and to that Operating Agreement of the League, dated as of September 2, 2008, as amended (the "*League Operating Agreement*");

WHEREAS, the Transferring Parties desire to withdraw and resign from the League, as of the Effective Date; and

WHEREAS, in connection with the foregoing, the Transferring Parties wish to assign to the League all of the Transferring Parties' right, title and interest in and to the membership interests in the League and the assets set forth on Schedule I hereto, as well as any and all rights to operate in the Home Territory (as defined in the League Operating Agreement) assigned to Bay Area in the League Operating Agreement (the "*Team Assets*," and together with the membership interests, the "*Transferred Assets*"), and the League wishes to assume such Transferred Assets together with all obligations with respect thereto arising on or after the Effective Date, as more particularly set forth herein and subject to the terms hereof.

NOW THEREFORE, in consideration of the premises, the representations, the covenants, and indemnities set forth herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. All terms capitalized but not defined herein shall have the meanings ascribed to them in the League LLC Agreement. For purposes of this Agreement, the following terms used herein shall have the meanings set forth below:

"*Affiliates*" shall mean, in respect of a person identified herein, all direct or indirect officers, directors, attorneys, advisors, bankers, servants, representatives, insurers, employees, contractors, shareholders, members, subsidiaries, affiliates, partners, predecessors,

principals, heirs, executors, administrators, trustees, beneficiaries, agents, successors, and assigns of such person.

**"Affiliated League Parties"** shall mean, collectively, the League, each of the members of the League (excluding Bay Area) ("**League Members**"), any person or entity that is, directly or indirectly, jointly owned and/or controlled by the League or all or substantially all of the League Members, and each and all of their past, present and future Affiliates, including, without limitation, the Commissioner and any future owner of the Franchise.

**"Affiliated Transferring Parties"** shall mean, collectively, the Transferring Parties and each and all of their respective past, present and future Affiliates.

2. The Transferring Parties withdraw and resign from the League as of the Effective Date. The Transferring Parties and the League hereby acknowledge and agree that, subject to the preceding sentence, as of the Effective Date, the Transferring Parties shall cease to be Members of the League and the Transferring Parties shall have no rights with respect to such membership, including without limitation, any rights to operate a Team in the League, either directly or indirectly through an Affiliate or any right to any of the funds and property rights of the League.

3. The parties shall execute concurrently herewith a Mutual General Release of Claims and Covenant Not to Sue (the "**Release**") whereby the Transferring Parties undertake to pay certain liabilities to the League, and the Transferring Parties and the League agree to provide certain releases, as more fully set forth in the Release.

4. As of the Effective Date, the Transferring Parties, and each of them, hereby transfer, grant, contribute, convey and assign to the League all of the Transferring Parties' right, title and interest in and to the Transferred Assets. The League hereby accepts the Transferring Parties' right, title and interest in and to the Transferred Assets and assumes the Assumed Liabilities. For purposes of this Agreement, "**Assumed Liabilities**" shall include all obligations and liabilities with respect to the Transferred Assets arising or occurring after the date hereof, expressly excluding the Excluded Liabilities (as defined in Section 7). The League shall not assume any other obligations or liabilities of the Transferring Parties pursuant to this Agreement other than the Assumed Liabilities. The Transferring Parties hereby represent to the League that as of the Effective Date, (i) the Transferring Parties have satisfied their obligations with respect to the Transferred Assets where such obligations arose and were required to be performed prior to the Effective Date, (ii) the Transferred Assets represent all of the intellectual property rights, domain names, websites, social media accounts and other materials and content relating to the Franchise, (iii) the Transferred Assets do not infringe upon any Third Party rights, and (iv) the Transferred Assets are free and clear of any liens, mortgages, security interests, obligations or any other encumbrances.

5. The parties hereto agree to use their good faith efforts to effect, as soon as reasonably practicable, the assignment, transfer and transition from the Transferring Parties to the League of the Transferred Assets.

6. For the avoidance of doubt, and notwithstanding anything in this Agreement to the contrary, the Transferring Parties and the League expressly acknowledge and agree that the

League will only be accepting and receiving the Transferred Assets, and that the Transferred Assets shall not include, and no Transferring Party is selling, transferring, assigning, conveying or delivering to the League, and the League shall not purchase, acquire or accept from any Transferring Party, any of the rights, properties or assets set forth or described in paragraphs (a) through (c) below (collectively, the "*Excluded Assets*"), all of which are retained by the Transferring Parties:

- (a) Employment agreements, offer letters, or employee benefit plans relating to employees (including without limitation any Players) of the Transferring Parties or the Franchise;
- (b) Any contracts entered into by any Transferring Party; and
- (c) Rights in real property.

7. For the avoidance of doubt, the Transferring Parties and the League hereby expressly acknowledge and agree that no Transferring Party shall assign to the League pursuant to this Agreement, and the League shall not accept or assume or be obligated to pay, perform or otherwise assume or discharge, any liabilities of the Transferring Parties, whether direct or indirect, known or unknown, absolute, contingent or otherwise, whenever arising, other than the Assumed Liabilities (referred to herein as the "*Excluded Liabilities*"). Excluded Liabilities shall include without limitation any or all liabilities set forth or described in paragraphs (a) through (d) below, in each case whether or not any such liability has a value for accounting purposes or is carried or reflected on, or specifically referred to in, any of the Transferring Parties' financial statements:

- (a) any and all liabilities under, or pursuant to, contracts entered into by any Transferring Party;
- (b) any and all liabilities related to, arising from, or incurred in connection with, the Excluded Assets at any time and the Transferred Assets on or before the Effective Date;
- (c) any and all liabilities for any taxes of any Transferring Party or in connection with any Transferred Assets (accrued or assessed on or before the Effective Date), Excluded Assets or Excluded Liabilities, including without limitation any payroll or income taxes; and
- (d) any and all liabilities relating to, arising from, or incurred in connection with (i) the Transferring Parties' or the Franchise's employment or termination of any employees (including without limitation any Players), including any employment, severance or change of control agreement between an employee and any Transferring Party or the Franchise, (ii) any employee benefit plans, wages, salaries, bonuses, commissions, medical payments, workers' compensation, or other forms of compensation or other liabilities relating to the employment of any employees by any Transferring Party or the Franchise or termination of any such employee by any Transferring Party or the Franchise, and (iii) the provision of health

plan continuation coverage in accordance with the requirements of COBRA to any employee and/or any beneficiary of an employee benefit plan who is entitled to elect such coverage on account of a "qualifying event" (as defined under COBRA).

8. Indemnification.

- (a) From and after the Effective Date, each of the Transferring Parties jointly and severally shall indemnify, defend and hold harmless each of the Affiliated League Parties (each a "*League Indemnified Party*") from and against any and all claims, actions, suits, proceedings, liabilities, obligations, losses, damages, disbursements, amounts paid in settlement, penalties, fines, interest, costs and expenses (including reasonable attorney's fees, court costs and other out-of-pocket expenses incurred in investigating, preparing, settling or defending the foregoing) (collectively, "*Losses*") incurred or suffered by any League Indemnified Party to the extent arising out of or resulting from any breach by a Transferring Party of this Agreement.
- (b) From and after the Effective Date, the League shall indemnify, defend and hold harmless each of the Affiliated Transferring Parties (each a "*Transferring Party Indemnified Party*") from and against any and all Losses incurred or suffered by any Transferring Party Indemnified Party to the extent arising out of or resulting from any breach by the League of this Agreement.

9. From and after the Effective Date, the Transferring Parties jointly and severally further agree to indemnify, defend and hold harmless any League Indemnified Party from and against any Losses incurred or suffered by such League Indemnified Party to the extent arising out of or resulting from: (i) any of the Excluded Assets or Excluded Liabilities; or (ii) any claim that any of the Transferred Assets infringes or misappropriates the intellectual property rights of any Third Party.

10. A League Indemnified Party or a Transferring Party Indemnified Party, as the case may be, (for purposes of this Section 10, such party seeking indemnification, an "*Indemnified Party*") seeking indemnification under this Agreement shall promptly notify in writing the party against whom indemnification is sought (the "*Indemnifying Party*") of the assertion of any claim, or the commencement of any action, suit or proceeding by any Third Party, in respect of which indemnity may be sought hereunder and shall give the Indemnifying Party such information with respect thereto as the Indemnifying Party may reasonably request, but failure to give such notice shall not relieve the Indemnifying Party of any liability hereunder (unless and to the extent that the Indemnifying Party has suffered prejudice by such failure). The Indemnifying Party shall have the right, but not the obligation, exercisable by written notice to the Indemnified Party within thirty (30) days of receipt of notice from the Indemnified Party of the commencement of or assertion of any claim, action, suit or proceeding by a Third Party in respect of which indemnity may be sought hereunder (a "*Third-Party Claim*"), to assume the defense and control the settlement of such Third-Party Claim at its own cost and expense (with

counsel reasonably acceptable to the Indemnified Party) that (i) involves (and continues to involve) solely money damages, or (ii) involves (and continues to involve) claims for both money damages and equitable relief against the Indemnified Party that cannot be severed, where the claims for money damages are the primary claims asserted by the Third Party and the claims for equitable relief are incidental to the claims for money damages and, such equitable relief, if reasonably expected to be awarded, would not be reasonably expected to be material to the Indemnified Party; provided, however, that the Indemnifying Party shall not impair the defense of the Indemnified Party with respect to any claims for equitable relief against the Indemnified Party. Failure by the Indemnifying Party to so notify the Indemnified Party within the thirty (30) day period shall be deemed a waiver by the Indemnifying Party of its right to assume the defense of such Third-Party Claim.

- (a) The Indemnifying Party or the Indemnified Party, as the case may be, shall have the right to participate in (but not control), at its own expense, the defense of any Third-Party Claim that the other is defending, as provided in this Agreement.
- (b) The Indemnifying Party, if it has assumed the defense of any Third-Party Claim as provided in this Agreement, shall not consent or agree to a compromise or settlement of, or the entry of any judgment arising from, any such Third-Party Claim without the Indemnified Party's prior written consent (which consent shall not be unreasonably withheld subject to the next sentence) unless such settlement or judgment relates solely to monetary damages. The Indemnifying Party shall not, without the Indemnified Party's prior written consent, enter into any compromise or settlement that (i) commits the Indemnified Party to take, or to forbear to take, any action, or (ii) does not provide for a complete written release by such Third Party of the Indemnified Party. The Indemnified Party shall have the sole and exclusive right to settle any Third-Party Claim, on such terms and conditions as it deems reasonably appropriate, to the extent such Third-Party Claim involves equitable or other non-monetary relief against the Indemnified Party, and shall have the right to settle any Third-Party Claim involving money damages for which the Indemnifying Party has not assumed the defense pursuant to this Section 10 with the written consent of the Indemnifying Party, which consent shall not be unreasonably withheld or delayed.

11. Each of the Transferring Parties, on the one hand, and the League, on the other hand, will use reasonable efforts to cooperate with the other and execute and deliver to the other such other instruments and documents and take such other actions as may be reasonably requested from time to time by the other as necessary to carry out, evidence and confirm the intended purpose of this Agreement, including without limitation, the resignation and withdrawal of the Transferring Parties from the League and the assignment, transfer and transition from the Transferring Parties to the League of the Transferred Assets. To the extent any additional Team Assets are identified after the Effective Date, the Transferring Parties shall take such actions as are necessary to promptly assign such Team Assets to the League. As and to the extent that any



Transferring Party obtains a release relating to the Excluded Liabilities, the Transferring Party shall ensure that the League is a beneficiary of such release.


12. This Agreement shall be governed by the laws of the State of Delaware without giving effect to the conflict of law provisions thereof.

13. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument. The parties hereto may execute the signature pages hereof and exchange such signature pages by facsimile transmission.

*[The remainder of the page is intentionally blank]*

IN WITNESS WHEREOF, the League and the Transferring Parties have executed this Agreement to be effective as of the date first above written.

WOMEN'S SOCCER, LLC

By:   
Name: Kristina Hentkulel  
Title: Corporate Development officer & CFO

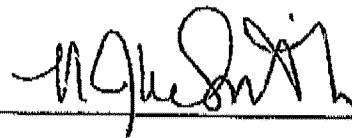
BAY AREA WOMEN'S SOCCER, LLC

By: Brian M. Nesmith  
Name: Brian Nesmith  
Title: owner

BRIAN NESMITH



NANCY NESMITH



**SCHEDULE 1**

**TEAM ASSETS**  
*(To be completed.)*

**Intellectual Property**

1. The trademarks listed in the chart below along with the goodwill of the business symbolized thereby and assigned from Bay Area to the League pursuant to the Trademark Assignment dated as of the date hereof:

Mark	Country	Original Filing Date	Application / Registration No.	Status
GOLD PRIDE	U.S.	10/3/2008	3897662	Registered
FC GOLD PRIDE	U.S.	10/3/2008	3894425	Registered

2. Databases, together with all content and data therein, necessary or useful to support and maintain the Franchise, including but not limited to ticketing information, email lists, and camp/clinic attendee lists; including the ticketing solution located at:

[http://sl1.glitnirticketing.com/slticket/web/ev\\_list.php?event\\_list\\_id=17](http://sl1.glitnirticketing.com/slticket/web/ev_list.php?event_list_id=17)

3. All tangible or digital materials created by, for, or on behalf of the Franchise, including but not limited to photographs, graphics, videos, manuals, policies, and printed material.
4. Domain names and website content, including photographs and videos, created by or developed for the Franchise, including the following domain names:

fcgoldpride.com  
 fcgp.com  
 fcgoldpride.mobi  
 fcgoldpridestore.com  
 goldpridestore.com  
 fcpride.com  
 fcgoldprideacademy.com  
 goldprideacademy.com  
 fcgpacademy.com

fcgoldpride.net  
fcgoldpride.org

5. Any transferable rights to any social media accounts specific to the Franchise, including but not limited to:

- Twitter
- Facebook
- YouTube
- MySpace

**Other Assets**

IN THE UNITED STATES  
PATENT AND TRADEMARK OFFICE

**TRADEMARK ASSIGNMENT**

WHEREAS, BAY AREA WOMEN'S SOCCER, LLC, a limited liability company organized under the laws of Delaware (the "*Assignor*"), is the owner of the marks on Schedule A hereto, all applications and registrations pertaining thereto, all common law rights associated therewith, and the goodwill of the business symbolized thereby (collectively, the "*Marks*")

WHEREAS, Assignor desires to assign and transfer all of its right, title, and interest in and to the Marks to Women's Soccer, LLC, a limited liability company organized under the laws of Delaware (hereinafter "*Assignee*"); and

WHEREAS, the parties are effecting said assignment and transfer of all right, title and interest in and to said Marks pursuant to the terms and conditions set forth herein.

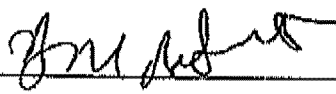
NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee agree as follows:

1. Assignor represents that it is the exclusive owner of all right, title, and interest in and to the Marks, and that such Marks are owned by Assignor free and clear of all liens, mortgages, security interests, obligations or any other encumbrances.
2. Assignor does hereby assign, transfer and set over to Assignee, the entire right, title, and interest in and to the Marks, including all trademark applications and registrations therefor, any common law rights to such Marks and the goodwill of the business connected with the Marks, the same to be held and enjoyed by Assignee, its successors, assigns and other legal representatives.
3. Assignor hereby agrees to execute upon the request of Assignee such additional instruments, documents and papers as are necessary to continue, secure, defend, register, and otherwise give full effect to and to perfect the rights of Assignee under this Trademark Assignment in and to the Marks worldwide, including all documents necessary to register in the name of Assignee the assignment of the Marks with the US Patent & Trademark Office, and with respect to any equivalent foreign rights, with any other appropriate trademark office or registrar.
4. Assignor agrees not to challenge the validity or enforceability of the Marks or to attempt to register or otherwise use any mark confusingly similar to the Marks.
5. Assignor further assigns to Assignee all right to sue for and receive all damages and payments accruing from past, present and future infringements or misappropriations of the Marks.

This Trademark Assignment shall be binding upon the parties, their successors and/or assigns and all others acting by, through, with or under their direction, and all those in privity therewith.

Dated effective: February 3, 2011

**BAY AREA WOMEN'S SOCCER, LLC**

By:   
Name: Brian M. McSmith  
Title: Owner

**SCHEDULE A  
MARKS**

<b>Mark</b>	<b>Country</b>	<b>Original Filing Date</b>	<b>Application / Registration No.</b>	<b>Status</b>
GOLD PRIDE	U.S.	10/3/2008	3897662	Registered
FC GOLD PRIDE	U.S.	10/3/2008	3894425	Registered