OP \$115.00 86131354

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2

ETAS ID: TM302910

SUBMISSION TYPE:	NEW ASSIGNMENT
------------------	----------------

NATURE OF CONVEYANCE: ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
William McGuire		04/23/2014	INDIVIDUAL: UNITED STATES

RECEIVING PARTY DATA

Name:	Minnesota United IP, LLC	
Street Address:	4050 Olson Memorial Highway	
Internal Address:	Suite 295	
City:	Golden Valley	
State/Country:	MINNESOTA	
Postal Code:	55422	
Entity Type:	LIMITED LIABILITY COMPANY: MINNESOTA	

PROPERTY NUMBERS Total: 4

Property Type	Number	Word Mark
Serial Number:	86131354	MINNESOTA UNITED FC
Serial Number:	86131350	MINNESOTA UNITED FC
Serial Number:	86131347	
Serial Number:	86131339	

CORRESPONDENCE DATA

Fax Number:

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via

US Mail.

Email: mengel@winthrop.com **Correspondent Name:** Winthrop & Weinstine Address Line 1: Capella Tower, Suite 3500

Address Line 2: 225 South Sixth Street

Address Line 4: Minneapolis, MINNESOTA 55402

ATTORNEY DOCKET NUMBER:	17557
NAME OF SUBMITTER:	Martha J. Engel
SIGNATURE:	/Martha J. Engel/
DATE SIGNED:	04/29/2014

Total Attachments: 2

source=Trademark Assignment#page1.tif

TRADEMARK REEL: 005269 FRAME: 0941

900287627

source=Trademark Assignment#page2.tif

TRADEMARK
REEL: 005269 FRAME: 0942

TRADEMARK ASSIGNMENT

This Trademark Assignment ("Assignment") is entered into as of April 2, 2014 ("the Effective Date") between William McGuire, an individual having an address of 315 Woodhill Road, Wayzata, Minnesota 55391 ("Assignor") and Minnesota United IP, LLC, a Minnesota limited liability company having its principal place of business at 4050 Olson Memorial Highway, Suite 295, Golden Valley, MN 55422 (hereinafter "Assignee").

WHEREAS, Assignor desires to convey, transfer, assign, deliver, and contribute to Assignee any and all of its right, title and interest and goodwill in and to the Trademarks identified in Schedule A attached hereto, including all common law rights in the MINNESOTA UNITED FC mark and the Loon Design mark (the "Trademarks");

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

- 1. Assignor hereby assigns unto Assignee any and all right, title, and interest in and to the Trademarks, including all rights of priority, together with any and all goodwill of the business symbolized by said Trademarks.
- 2. Assignor agrees to execute all documents, papers, forms and authorizations and take all other action that may be necessary for securing, completing, or vesting in Assignee full right, title and interest in the Trademarks.
- 3. Assignor represents and warrants that it has full power to enter into and perform this Assignment, that it has not granted any person or entity any interest in the Trademarks and that there is no pending litigation or dispute in any jurisdiction concerning the use, validity, or ownership of the Trademarks.

IN WITNESS WHEREOF, Assignor has executed this Assignment as of the day and year first above written.

ASSIGNOR:

WIŁLIAM MCGUIRE

Whin W. W. Cine

9004772v1

SCHEDULE A

Federal Trademark Applications

Mark	App. No.	App. Date
MINNESOTA UNITED FC	86/131,354	November 27, 2013
MINNESOTA UNITED FC	86/131,350	November 27, 2013
	86/131,347	November 27, 2013
	86/131,339	November 27, 2013

RECORDED: 04/29/2014

TRADEMARK REEL: 005269 FRAME: 0944