

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM361572

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Red C Products, LLC		11/05/2015	LIMITED LIABILITY COMPANY: ARIZONA
RECEIVING PARTY DATA			
Name:	Arizona Cardinals Football Club LLC		
Street Address:	8701 South Hardy Drive, P.O. Box 888		
City:	Tempe		
State/Country:	ARIZONA		
Postal Code:	85284-2800		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4220722	RISE UP RED SEA	
CORRESPONDENCE DATA			
Fax Number:			
<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>			
Email:	trademarkmatters@nfl.com		
Correspondent Name:	Anastasia Danias		
Address Line 1:	345 Park Avenue		
Address Line 4:	New York, NEW YORK 10154		
NAME OF SUBMITTER:	Dolores DiBella		
SIGNATURE:	/Dolores DiBella/		
DATE SIGNED:	11/06/2015		
Total Attachments: 2			
source=RISE UP RED SEA Trademark Assignment Executed 11062015#page1.tif			
source=RISE UP RED SEA Trademark Assignment Executed 11062015#page2.tif			

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TRADEMARK ASSIGNMENT

This Trademark Assignment, dated and made effective this 5th day of November, 2015 (“Assignment”), is entered into by and between Red C Products, LLC, a Arizona limited liability company (“Assignor”), with its principal place of business at 13350 W. Lisbon Lane, Surprise, AZ 85379 and Arizona Cardinals Football Club LLC, a Delaware limited liability company (“Assignee”), with its principal place of business at 8701 South Hardy Drive, PO Box 888, Tempe, Arizona 85284-2800. Assignor and Assignee are collectively referred to herein as the “Parties.”

WHEREAS, Assignor is the sole and rightful owner of **RISE UP RED SEA**, U.S. Registration No. 4,220,722, in International Class 024 for “Football towels” (the “Mark”) for which a registration certificate issued on October 9, 2012;

WHEREAS, Assignor has continuously used the Mark in commerce in connection with football towels since at least as early as February 18, 2010;

WHEREAS, Assignee desires to acquire Assignor’s entire right, title, and interest in and to the Mark, and the goodwill connected with and symbolized by the Mark;

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

1. **Assignment**: Assignor does hereby irrevocably convey, transfer, and assign to Assignee, its successors and assigns, the entire right, title, and interest (including, without limitation, all registration rights) in and to the Mark, together with the goodwill of the business symbolized by the Mark, without any exclusions or reservations whatsoever, effective as of the effective date above. Assignor agrees, without further consideration, to cause to be performed such lawful acts, and to execute such further assignments and other lawful documents, as Assignee may reasonably request to perfect or record Assignee’s right, title and interest in and to the Mark.

2. **Representations and Warranties**: Assignor warrants and represents that: (i) it is the sole and rightful owner of all right, title and interest in and to the Mark; (ii) the Mark is free of any liens, security interests, encumbrances or licenses; (iii) the Mark does not infringe the rights of any third party person or entity; (iv) there are no claims, pending or threatened, with respect to Assignor’s rights in the Mark; (v) Assignor is not subject to any agreement, judgment or order inconsistent with the terms of this Assignment; and (vi) Assignor has the exclusive right, power and authority to enter into this Assignment.

3. **Recordation**: Assignor hereby authorizes the Commissioner for Trademarks in the United States Patent and Trademark Office to record and register this Assignment upon request by Assignee.

4. **Amendment**: This Assignment may be amended only by a written agreement signed by both of the Parties which explicitly adjoins itself to this Assignment.

5. **Severability**: If any provision in this Assignment is held by a Court of competent jurisdiction to be invalid, void or unenforceable for whatever reason, the remaining provisions not so declared shall, nevertheless, continue in full force and effect, without being impaired in any manner whatsoever.

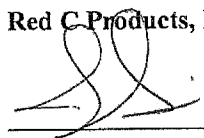
6. **Successors and Assigns.** This Assignment shall be binding upon and shall inure to the benefit of the Parties hereto and their respective successors and assigns.

7. **Governing Law:** This Assignment is made and shall be governed by and construed in accordance with the laws of the State of Arizona without reference to choice of law principles.

8. **Counterparts:** This Assignment may be executed in counterparts, any one of which shall be deemed an original and all of which collectively shall be deemed a single instrument. A faxed or scanned signature shall be deemed an original signature.

IN WITNESS WHEREOF, the Parties have each executed this Assignment on the dates indicated by their respective signatures below.

Red C Products, LLC (Assignor)



By: Troy Emehiser

Its: Manager

Date: 11-5-15



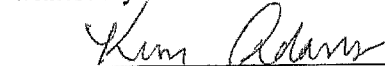
By: Frank Martinez

Its: Manager

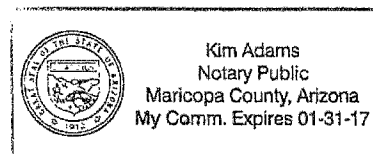
Date: 11-5-15

State of Arizona)
County of Maricopa)


On November 5, 2015 before me the undersigned Notary Public, personally appeared **Troy Emehiser** and **Frank Martinez**, who proved to me on the basis of satisfactory evidence to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same in their authorized capacities, and that by their signatures on the instrument they, or the entity upon behalf of which they acted, executed the instrument.
Witness my hand and official seal.

 (Notary Public) (Seal)

My commission expires: 1/31/17



Arizona Cardinals Football Club LLC
(Assignee)



By: DAVID M KOENINGER (print name)

Its: GENERAL COUNSEL (print title)

Date: 11/6/15