

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM395909

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
SaberCats of San Jose, LLC		03/21/2016	Limited Liability Company: CALIFORNIA
RECEIVING PARTY DATA			
Name:	Fry's Electronics, Inc.		
Street Address:	600 E. Brokaw Road		
City:	San Jose		
State/Country:	CALIFORNIA		
Postal Code:	95112		
Entity Type:	Corporation: CALIFORNIA		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	3954995	SAN JOSE SABERCATS	
Registration Number:	2885955	SAN JOSE SABERCATS EST. 1995	
CORRESPONDENCE DATA			
Fax Number:	6123408827		
<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:	612-492-6842		
Email:	ip.docket@dorsey.com		
Correspondent Name:	Jeffrey R. Cadwell, DORSEY & WHITNEY LLP		
Address Line 1:	50 South Sixth Street		
Address Line 2:	Suite 1500		
Address Line 4:	Minneapolis, MINNESOTA 55402-1498		
ATTORNEY DOCKET NUMBER:	T244273/80.US 463047-187		
NAME OF SUBMITTER:	Jeffrey R. Cadwell		
SIGNATURE:	/Jeffrey R. Cadwell/		
DATE SIGNED:	08/22/2016		
Total Attachments: 3			
source=T244273.US.01 T244280.US.01 Signed Assignment of SABERCATS Trademark and Logo#page1.tif			
source=T244273.US.01 T244280.US.01 Signed Assignment of SABERCATS Trademark and Logo#page2.tif			

OP \$65.00 3954995

ASSIGNMENT OF TRADEMARKS

This Assignment (the "Assignment") is made by and between SaberCats of San Jose, LLC, a California limited liability corporation having a principal place of business at 600 E. Brokaw Road, San Jose, California 95112 ("Assignor"), and Fry's Electronics, Inc., a California corporation having a principal place of business at 600 E. Brokaw Road, San Jose, California 95112 ("Assignee").

WHEREAS, Assignor has adopted and used the marks identified on the attached Exhibit A, (the "Marks"); and

WHEREAS, Assignee is desirous of acquiring all of Assignor's rights in the Marks and any applications and registrations therefor, including the registrations identified on Exhibit A.

NOW, THEREFORE, for good and valuable consideration received by Assignor from Assignee, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Assignment of Marks. Assignor hereby sells, assigns, transfers, and conveys to Assignee all rights, title, and interest in and to the Marks worldwide, and any applications and registrations therefor, including the registrations identified on the attached Exhibit A, together with that part of the good will of the business associated with the use of and symbolized by the Marks, to be held and enjoyed by Assignee as fully and entirely as said interest could have been held and enjoyed by Assignor if this sale, assignment, and transfer had not been made. Assignor hereby authorizes the appropriate empowered officials at the United States Patent and Trademark Office to transfer all registrations for the Marks to Assignee as assignee of the entire right, title and interest therein or otherwise as Assignee may direct, in accordance with this instrument of assignment.
2. Assignment of Cause of Action. Assignor further sells, assigns, transfers, and conveys to Assignee the entire right, title, and interest in and to any and all causes of action and rights of recovery for past infringement of the Marks.
3. Cooperation. Assignor hereby covenants and agrees to cooperate with Assignee so that Assignee may enjoy to the fullest extent the rights, title, and interest herein conveyed. Such cooperation shall include prompt execution of all papers prepared at the expense of Assignee which are deemed necessary or desirable by Assignee to perfect in it the rights, title, and interest herein conveyed.
4. Warranty of No Conflict of Rights. Assignor hereby warrants and represents that it has not entered into any assignments, contracts, or other understandings with third parties that would conflict with the rights herein granted.

5. Further Assurances. Assignor agrees to provide all further information and execute any further documents that may reasonably be necessary to complete the assignment of the Marks and to give effect to this Assignment.

6. Survival. The terms, covenants, and provisions of this Assignment shall inure to the benefit of Assignee, its successors, assigns, and/or legal representatives, and shall be binding upon Assignor, its successors, assigns, and/or other legal representatives.

7. Counterparts. This Assignment may be signed in counterparts, which together shall constitute one agreement. If this Assignment is signed in counterparts, no party shall be bound until both parties have duly executed, or caused to be duly executed, a counterpart of this Assignment.

IN WITNESS WHEREOF, the parties have caused this Assignment to be executed and such Assignment is effective as of the date indicated below.

DATED: March 21, 2016

SaberCats of San Jose, LLC (Assignor)

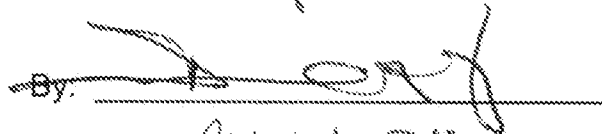

By: 
Name: DAVE A. FRY
Title: MEMBER - MANAGER

EXHIBIT A

<u>Mark</u>	<u>Class: Goods / Services</u>	<u>Reg. No.</u>	<u>Reg. Date</u>
<p>SAN JOSE SABERCATS</p>	<p>41: Entertainment Services, namely, organizing and presenting football games before live audiences and on television, radio, for global computer network display and other media</p>	<p>3954895</p>	<p>May 3, 2011</p>
<p>SAN JOSE SABERCATS EST. 1985 & Design</p> 	<p>16: Printed annual media guides containing information about football, pens, posters, post cards, calendars, printed event admission tickets, greeting cards, statistical books, newsletters and pamphlets in the field of football for distribution to television and radio media</p> <p>25: Men's, women's and children's clothing, namely, player uniforms, jersey tops; coaches' caps, baseball caps, visors, t-shirts, golf shirts, sweatshirts, sweatpants, pants</p>	<p>2885955</p>	<p>September 21, 2004</p>