

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM408859

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Jacksonville Sports Group, LLC		11/30/2016	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Arena Football One, LLC		
Street Address:	8945 W Post Road, Suite 210		
City:	Las Vegas		
State/Country:	NEVADA		
Postal Code:	89148		
Entity Type:	Limited Liability Company: LOUISIANA		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	4517955	JACKSONVILLE SHARKS	
Registration Number:	4517956	JACKSONVILLE SHARKS	
CORRESPONDENCE DATA			
Fax Number:	7702062267		
<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:	clandreau@mendenfreiman.com		
Correspondent Name:	Cindy Landreau		
Address Line 1:	5565 Glenridge Connector NE, Suite 850		
Address Line 4:	Atlanta, GEORGIA 30342		
NAME OF SUBMITTER:	Max R. Lafer		
SIGNATURE:	/Max R. Lafer/		
DATE SIGNED:	12/14/2016		
Total Attachments: 2			
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TRADEMARK ASSIGNMENT AGREEMENT

THIS TRADEMARK ASSIGNMENT AGREEMENT (the "Trademark Agreement") is made and entered into effective November 30, 2016, by and between Jacksonville Sports Group, LLC, ("Assignor"), and Arena Football One, LLC, (hereinafter "Assignee").

WHEREAS, Assignor is the registered owner of the U.S. Trademark Registrations for JACKSONVILLE SHARKS, U.S. Registration Nos. 4517956 (the "Design Mark") & 4517955 ("Name Mark") (the Design Mark and Name Mark collectively, the "Trademarks");

WHEREAS, Assignee is an entity related to Assignor and has acquired certain assets and intellectual property relating to the goods and services identified by the Trademarks and is desirous of acquiring Assignor's entire right, title, and interest in and to the Trademarks, and the goodwill associated therewith.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged:

1. Assignor does hereby assign unto Assignee all right, title and interest in and to the Trademarks, whether statutory or at common law, throughout the world together with the goodwill which is symbolized by the Trademarks and all registrations and pending applications for registration of the Trademarks, in the United States of America, its states, territories and possessions, and any foreign countries, together with all causes of action for any and all previously occurring infringements of the rights being assigned and the right to receive and retain the proceeds relating to those infringement.

2. Assignor acknowledges and agrees that it shall, at Assignee's sole cost and expense, promptly upon request take such reasonable actions and/or execute such documents as may be requested by Assignee to memorialize and confirm Assignee's ownership of the Trademarks and carry out the terms of this Assignment, including but not limited to those actions reasonably necessary to establish Assignee's ownership of record of the right, title and interest in and to the Trademarks and any pending trademark applications or registrations transferred under this Assignment. Assignee's failure to request the execution of further documents or assurances within a reasonable time shall not be deemed a waiver of Assignee's rights to request such documents and assurances at a later time.

3. Assignor represents and warrants that Assignor has not transferred or assigned the Trademarks to any party and the undersigned represents and warrants that he/she has the authority to enter into this Agreement on behalf of Assignor.

4. Assignor will not take any steps that could invalidate any terms and conditions of this Trademark Agreement, in full or in part, or challenge Assignee's ownership, use or registration of the Trademarks.

5. This Assignment shall be binding upon and shall inure to the benefit of Assignor and Assignee and their respective successors and assigns.

6. This Trademark Agreement may be executed in any number of counterparts with the same effect as if the signatures to each counterpart were upon a single instrument. Signatures

may be delivered by facsimile transmissions or by electronic mail in a portable document format (.pdf). All counterparts are deemed to constitute one and the same instrument, and each counterpart is deemed to be an original of that instrument. Counterparts are binding and effective when the Trademark Agreement has been executed by all Parties.

ASSIGNOR:

Jacksonville Sports Group, LLC

By: Destroyer Team Sports, LLC, an
Arizona limited liability company,
Operating Manager

By: 

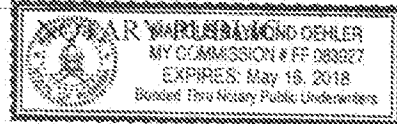
Name: Jeffrey Bouchy

Its: Manager

STATE OF FLORIDA)
) ss.
County of DUVAL)

On this 2 day of December, 2016, before me appeared Jeffrey Bouchy, the person who signed this Assignment, who acknowledged that he/she signed it as a free act on behalf of ASSIGNOR, with authority to do so.

By:



My Commission Expires: