

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM450311

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Orlando Sports Holdings, LLC		10/23/2017	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Orlando Pride, LLC		
Street Address:	655 W. Church St.		
City:	Orlando		
State/Country:	FLORIDA		
Postal Code:	32805		
Entity Type:	Limited Liability Company: FLORIDA		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	5282142	ORLANDO PRIDE	
Registration Number:	5188138	ORLANDO PRIDE	
Serial Number:	86780273	ORLANDO PRIDE	
Serial Number:	86801825	ORLANDO PRIDE	
CORRESPONDENCE DATA			
Fax Number:	4072445690		
<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:	407-843-8880		
Email:	ipteam@gray-robinson.com		
Correspondent Name:	Christopher M. Ramsey		
Address Line 1:	GrayRobinson, P.A.		
Address Line 2:	301 East Pine Street, Suite 1400		
Address Line 4:	Orlando, FLORIDA 32801		
ATTORNEY DOCKET NUMBER:	232434-13		
NAME OF SUBMITTER:	Christopher M. Ramsey		
SIGNATURE:	/Christopher M Ramsey/		
DATE SIGNED:	11/09/2017		
Total Attachments: 4			

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ASSIGNMENT OF TRADEMARKS

This Assignment of Trademarks (this "Assignment"), is being executed between:

- **Assignor:** Orlando Sports Holdings, LLC, a Delaware limited liability company; and
- **Assignee:** Orlando Pride, LLC, a Florida limited liability company.

RECITALS

1. **Assignor** and **Assignee** entered into an Assignment and Assumption Agreement, which became effective September 28, 2017, relating to the women's professional soccer team known as the "Orlando Pride."
2. In that Assignment and Assumption Agreement, **Assignor** assigned to **Assignee** all of **Assignor's** right, title, and interest in and to the Orlando Pride, including ownership rights to trademarks used in connection with the Orlando Pride.
3. **Assignor** and **Assignee** now desire to memorialize the assignment of trademark rights made in the Assignment and Assumption Agreement by executing this Assignment.
4. This Assignment became effective as of September 28, 2017, the effective date of the Assignment and Assumption Agreement.
5. **Assignor** is the owner of trademarks and service marks, whether registered or unregistered, used in connection with the Orlando Pride, including the U.S. trademark applications and registrations listed in the attached Trademark Schedule (collectively "the Orlando Pride Marks").
6. **Assignor** desires to transfer ownership of all legal rights pertaining to, and all goodwill associated with, the Orlando Pride Marks to **Assignee**.
7. **Assignee** desires to receive ownership of all legal rights pertaining to, and all goodwill associated with, the Orlando Pride Marks from **Assignor**.

ASSIGNMENT

8. For the consideration set forth in the Assignment and Assumption Agreement, the receipt of which is acknowledged, **Assignor** does hereby assign and transfer to **Assignee** 100% of the following:

- (a) all right, title and interest in and to the Orlando Pride Marks, including for any variations of the appearance thereof and any goods and/or services used in connection therewith;

(b) all goodwill of the business connected with and symbolized by the Orlando Pride Marks; and

(c) all enforcement rights that arise from the assigned rights in the Orlando Pride Marks.

9. **Assignor** will execute and deliver to **Assignee** or its legal representatives any and all assets, instruments, or affidavits required to apply for, obtain, maintain, register, and/or enforce the assigned rights.

10. **Assignor** will provide **Assignee**, at its request, with pertinent facts that are known or accessible, relating to the Orlando Pride Marks, and will testify as to the same in any litigation or proceeding related thereto.

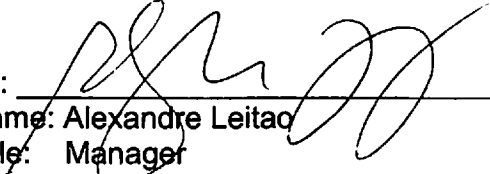
11. **Assignor** covenants that no assignment, sale, agreement, or encumbrance has been or will be made or entered into which would conflict with this Assignment.

12. **Assignor** authorizes all officials of any jurisdiction whose duty it is to issue trademark registrations to issue trademark registrations associated with the Orlando Pride Marks assigned here in the name of **Assignee**.


[signature page follows]

EXECUTED BY:

Assignor: Orlando Sports Holdings, LLC

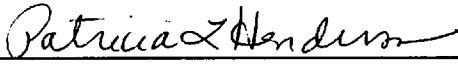
By:  on 10/23/17
Name: Alexandre Leitao Date
Title: Manager

Assignee: Orlando Pride, LLC

By:  on 10/23/17
Name: Alexandre Leitao Date
Title: Manager

STATE OF FLORIDA
COUNTY OF ORANGE

On this 23 day of October, 201~~0~~⁷ before me personally appeared: Alexandre Leitao, ~~who is personally known by me or~~ provided to me on the basis of satisfactory evidence ~~to be the same individual who executed the foregoing assignment, and who~~ acknowledged to me that he executed the same of his/her own free will for the purposes therein set forth.


NOTARY PUBLIC
My Commission Expires:



TRADEMARK SCHEDULE

MARK	APPLICATION NO. OR REGISTRATION NO.
	Reg. No. 5282142
ORLANDO PRIDE	Reg. No. 5188138
ORLANDO PRIDE	App. No. 86780273
	App. No. 86801825

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