

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM513857

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
All American Games, LLC		03/11/2019	Limited Liability Company: NEW JERSEY
RECEIVING PARTY DATA			
Name:	MSNC LLC		
Street Address:	16 Maple Street		
Internal Address:	Suite 100		
City:	Morris Plains		
State/Country:	NEW JERSEY		
Postal Code:	07950		
Entity Type:	Limited Liability Company: NEW JERSEY		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	5113365	FOOTBALL UNIVERSITY	
Registration Number:	5113366	FBU	
CORRESPONDENCE DATA			
Fax Number:	9085660777		
<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:	9732006350		
Email:	chand@kaplanwilliams.com		
Correspondent Name:	Kashif Chand		
Address Line 1:	60 Washington St.		
Address Line 2:	Suite 204		
Address Line 4:	Morristown, NEW JERSEY 07960		
NAME OF SUBMITTER:	Kashif Chand		
SIGNATURE:	/kashif chand/		
DATE SIGNED:	03/12/2019		
Total Attachments: 4			
source=FBU Trademark Assignment (Executed) (Final)#page1.tif			
source=FBU Trademark Assignment (Executed) (Final)#page2.tif			

OP \$65.00 5113365

source=FBU Trademark Assignment (Executed) (Final)#page3.tif

source=FBU Trademark Assignment (Executed) (Final)#page4.tif

ASSIGNMENT OF TRADEMARK

This Assignment of Trademark ("**Assignment**"), dated as of March 11, 2019 (the "**Effective Date**"), is by and between All American Games, LLC, a New Jersey limited liability company ("**Assignor**"), and MSNC, LLC, a New Jersey limited liability company ("**Assignee**").

WHEREAS, this Assignment is delivered pursuant to that certain Asset Purchase Agreement (the "**Purchase Agreement**"), dated as of the date hereof, by and among the Assignor, the Assignee, and, for the purpose of Sections 5.01(a), 5.02 5.04, 5.10 and Article VII of the Purchase Agreement only, Assignor's principal Douglas Berman, and for the purpose of Sections 5.01(b), 5.03, 5.04, 5.10 and Article VII of the Purchase Agreement only, Assignee's principals Steven Quinn and Erik Richards.

WHEREAS, Assignor desires to assign and Assignee to acquire all of the intellectual property of Assignor listed or described in Section 1.01(g) of the Disclosure Schedules of the Purchase Agreement (collectively, the "IP"), including, the registered trademarks **FOOTBALL UNIVERSITY**, U.S. Reg. No. 5,113,365 and **FBU**, U.S. Reg. No. 5,113,366, together with all translations, adaptations, derivations and combinations thereof, and including all goodwill associated therewith ("**Trademarks**").

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

1. Assignor's Obligations. Assignor hereby irrevocably grants, sells, conveys, assigns, transfers and delivers to Assignee, its successors and assigns all of Assignor's right, title and interest in and to the IP, including the Trademarks, together with all translations, adaptations, derivations and combinations thereof, and including all goodwill of the business associated therewith. Assignor agrees to execute and/or electronically transmit any and all papers requested by Assignee to record the transfer to Assignee of the IP, including the Trademarks.
2. Assignee's Rights. Assignee may use the IP, including the Trademarks in connection with providing its services and take all actions to enforce its rights in the IP, including the Trademarks as of the Effective Date.
3. Binding Effect. This Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors, permitted assigns, heirs, beneficiaries, and affiliates including partners, officers, directors, parents, and subsidiaries.
4. Governing Law. This Assignment may be executed in counterparts, each of which shall be deemed an original and all of which shall constitute one and the same instrument and shall be governed by, and construed in accordance with, the laws of the State of New Jersey.

IN WITNESS WHEREOF, the Assignor and Assignee have executed and delivered this Agreement as of the day and year first above written.

ASSIGNOR:

All American Games, LLC

By: 
Douglas Berman, Managing Member

ASSIGNEE:

MSNC, LLC

By: _____
Steven Quinn, Member

By: _____
Erik Richards, Member

Signature Page – Trademark Assignment

IN WITNESS WHEREOF, the Assignor and Assignee have executed and delivered this Agreement as of the day and year first above written.

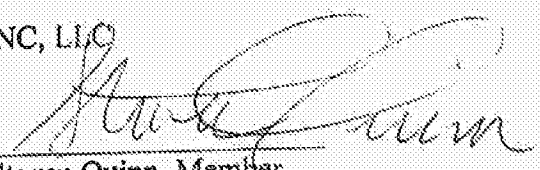
ASSIGNOR:

All American Games, LLC

By: _____
Douglas Berman, Managing Member

ASSIGNEE:

MSNC, LLC

By: 
Steven Quinn, Member

By: _____
Erik Richards, Member

Signature Page – Trademark Assignment

TRADEMARK
REEL: 006606 FRAME: 0661

IN WITNESS WHEREOF, the Assignor and Assignee have executed and delivered this Agreement as of the day and year first above written.

ASSIGNOR:


All American Games, LLC

By _____
Douglas Berman, Managing Member

ASSIGNEE:

MSNC, LLC

By: _____
Steven Quinn, Member

By: 
Erik Richards, Member

Signature Page – Trademark Assignment