

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM385907

<b>SUBMISSION TYPE:</b>	RESUBMISSION		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>RESUBMIT DOCUMENT ID:</b>	900364018		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Walden-Hays, Inc.		09/14/2015	Corporation: NEW YORK
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	NFL Properties LLC		
<b>Street Address:</b>	345 Park Avenue		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10154		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4478659	FOOTBALLTOWN USA	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2027393001		
<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>			
<b>Phone:</b>	2027395093		
<b>Email:</b>	felicia.gordon@morganlewis.com		
<b>Correspondent Name:</b>	Kristin H. Altoff		
<b>Address Line 1:</b>	Morgan, Lewis & Bockius LLP		
<b>Address Line 2:</b>	1111 Pennsylvania Avenue, NW		
<b>Address Line 4:</b>	Washington, D.C. 20004		
<b>ATTORNEY DOCKET NUMBER:</b>	049643.0020		
<b>NAME OF SUBMITTER:</b>	Felicia D. Gordon		
<b>SIGNATURE:</b>	/Felicia D. Gordon/		
<b>DATE SIGNED:</b>	05/27/2016		
<b>Total Attachments: 5</b>			
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## EXHIBIT A - TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT ("Assignment") is entered into as of the date last signed below ("Effective Date"), by and between Walden-Hays, Inc., a corporation organized and existing under the laws of New York, having a principal address of PO Box 1071, New York, NY 10276 ("Assignor") and NFL Properties LLC, a limited liability company organized and existing under the laws of Delaware, having a principal place of business at 345 Park Avenue, New York, NY 10154 ("Assignee"). Assignor and Assignee are collectively referred to throughout this Agreement as the "Parties."

WHEREAS, Assignor is the owner of all right, title, and interest in and to the trademark FOOTBALLTOWN USA as used in connection with entertainment services, including, but not limited to, the United States federal trademark registration for FOOTBALLTOWN USA (Reg. No. 4,478,659) ("the Mark") and the goodwill developed through the use of the Mark;

WHEREAS, Assignee is desirous of acquiring all rights to the Mark and the registration therefor, and all goodwill associated therewith, and Assignor is desirous of assigning such rights to Assignee;

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein and for good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the Parties hereby act and agree as follows:

1. Assignment. Assignor hereby sells, assigns, transfers and sets over to Assignee, all of Assignor's right, title, and interest in and to the Mark, including all common law rights in the Mark, the associated federal trademark registration for the Mark, any renewals or extensions thereof, and the goodwill of the business associated with the Mark, as well as all other corresponding rights associated with the Mark, including the right to collect all income, proceeds, royalties, damages, claims, and payments, which accrue as of the Effective Date or thereafter and are due or payable with respect thereto, all benefits and burdens accruing from any agreement Assignor has entered into that relates to the Mark, all causes of action, either at law or in equity, for past, present, or future infringement, dilution, or misappropriation, as applicable, and the right to sue for and receive all damages from such past violations, all of the same to be held, used and enjoyed by Assignee, its successors, assigns and other legal representatives, as fully and entirely as the same would have been held, used and enjoyed by the Assignors if this Assignment had not been made. The Assignor and Assignee hereby authorize and request the Commissioner of Patents and Trademarks to record Assignee as assignee and owner of the title to the Mark.

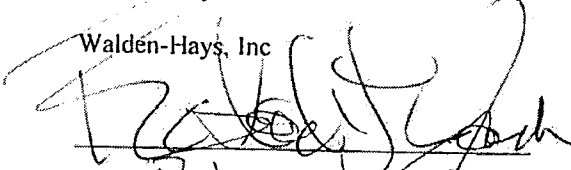
2. Further Assurances. As and when requested in writing by Assignee, its successors, assigns or legal representatives, from time to time, sufficiently in advance, Assignor shall execute and deliver or cause to be executed and delivered, such documents and instruments, and shall take or cause to be taken, such further actions as may be reasonably necessary to carry out the purposes of this Assignment Agreement.

3. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which together will constitute one and the same instrument.

This Assignment is executed and delivered effective as of the last date set forth below.

Executed By:

Walden-Hays, Inc



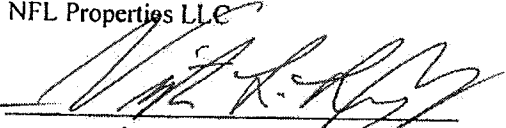
Name: ROBERT W. JACKSON

Title: President

Date: 9/11/2015

Received By:

NFL Properties LLC



Name: Victoria L. Loughrey

Title: Assistant Counsel

Date: 9/14/2015