

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM319589

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Buffalo Bills, Inc.		10/09/2014	CORPORATION: NEW YORK
RECEIVING PARTY DATA			
Name:	Ralph C. Wilson, Jr. Enterprises, LLC		
Street Address:	63 Kercheval Avenue, Suite 200		
City:	Grosse Pointe Farms		
State/Country:	MICHIGAN		
Postal Code:	48236		
Entity Type:	LIMITED LIABILITY COMPANY: MICHIGAN		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2412250	RALPH WILSON STADIUM	
CORRESPONDENCE DATA			
Fax Number:	2129692900		
<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:	212-969-3000		
Email:	trademark@proskauer.com		
Correspondent Name:	Zachary Z. Kleiman		
Address Line 1:	Proskauer Rose LLP		
Address Line 2:	Eleven Times Square		
Address Line 4:	New York, NEW YORK 10036-8299		
ATTORNEY DOCKET NUMBER:	17755-001		
NAME OF SUBMITTER:	Zachary Z. Kleiman		
SIGNATURE:	/Zachary Z. Kleiman/		
DATE SIGNED:	10/09/2014		
Total Attachments: 4			
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TRADEMARK ASSIGNMENT AND ASSUMPTION AGREEMENT

THIS TRADEMARK ASSIGNMENT AND ASSUMPTION AGREEMENT (this “Agreement”) is made as of the 9th day of October, 2014, by and between Buffalo Bills, Inc., a New York corporation with an address of One Bills Drive, Orchard Park, NY 14127 (“Assignor”), on the one hand, and Ralph C. Wilson, Jr. Enterprises, LLC, a Michigan limited liability company with an address of 63 Kercheval Avenue, Suite 200, Grosse Pointe Farms, Michigan 48236 (“Assignee”), on the other hand.

WHEREAS, Assignor owns certain trademarks, service marks, logos, trade dress, trade names, indicia, and other source identifiers together with all translations, adaptations, derivations and combinations thereof, including the good will associated with the foregoing, including but not limited to the trademark listed on the attached Schedule A, including the registration and application therefor, and all goodwill associated therewith (collectively, the “Trademark”);

WHEREAS, the Assignor wishes to assign, and the Assignee wishes to assume, the Trademark;

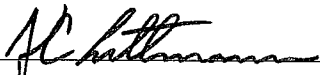

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby severally acknowledged, the parties hereto agree as follows:

1. The Assignor hereby assigns to the Assignee all right, title and interest in, to, and under the Trademark, including all registrations and applications therefor, together with the goodwill associated therewith.
2. The Assignor further grants to the Assignee the right to bring suit for and recover damages and all other relief for all infringements of the Trademark that have occurred prior to the date of this Agreement.
3. The Assignor hereby authorizes the Commissioner of Patents and Trademarks of the United States and other empowered officials of the USPTO to: (a) transfer the application for the Trademark to the Assignee as assignee of the entire right, title and interest therein or otherwise as the Assignee may direct, in accordance with this Agreement; and (b) issue to the Assignee that registration which may issue with respect to any application for the Trademark, in accordance with this Agreement.
4. Assignor agrees to execute such further documents and take such further steps as may be reasonably requested by Assignee in order to confirm and perfect its rights in the Trademark.
5. Assignor agrees to execute all documents, assist in all proceedings and take any reasonable further steps as Assignee may deem necessary (at the sole cost and expense of the Assignee) to effectuate the transfer of the Trademark to Assignee, or the perfection, registration, or recordation of the rights of the Assignee thereto, as Assignee may reasonably deem appropriate. If Assignor does not, within fifteen (15) days of presentment, return the requested executed documents, then Assignee is hereby granted a limited power of attorney to execute all such documents on behalf of Assignor. This power of attorney is coupled with an interest and is irrevocable.

6. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Delivery of an executed counterpart by facsimile or e-mail is effective as delivery of a manually executed counterpart.

[Signatures on Next Page]

IN WITNESS WHEREOF, the parties have executed this Trademark Assignment and Assumption Agreement as of the date first above written.

<p>BUFFALO BILLS, INC.</p> <p>By: </p> <p>Printed Name: Jeffrey C. Littmann</p> <p>Title: Chief Financial Officer</p>	<p>RALPH C. WILSON, JR. ENTERPRISES, LLC</p> <p>By: </p> <p>Printed Name: Jeffrey C. Littmann</p> <p>Title: President</p>
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[Signature Page to Trademark Assignment and Assumption Agreement]

SCHEDULE A

US/State	Trademark	Application No.	Registration No.	Status	Type	Date Registered
US	RALPH WILSON STADIUM	75/806,392	2,412,250	REGISTERED	STADIUM	12/12/2000

45444881v1

RECORDED: 10/09/2014

**TRADEMARK
REEL: 005378 FRAME: 0226**