

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM673927

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	NUNC PRO TUNC ASSIGNMENT
EFFECTIVE DATE:	08/13/2020

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
MGM Resorts International Operations, Inc.		08/17/2021	Corporation: NEVADA

RECEIVING PARTY DATA

Name:	AAF Archive, LLC
Street Address:	3727 W. Magnolia Blvd. #1038
City:	Burbank
State/Country:	CALIFORNIA
Postal Code:	91505
Entity Type:	Limited Liability Company: DELAWARE

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Serial Number:	88122387	PLAYR

CORRESPONDENCE DATA**Fax Number:**

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.

Phone: 2134303400
Email: trademarks@tuckerellis.com
Correspondent Name: David J. Steele
Address Line 1: 950 Main Avenue, Suite 1100
Address Line 4: Cleveland, OHIO 44113-7213

NAME OF SUBMITTER:	Faustina Y. Lee
SIGNATURE:	/Faustina Y. Lee/
DATE SIGNED:	09/12/2021

Total Attachments: 16

source=2021-08-17.02 - SIGNED - 4 of 5 - MGM to AAF IP Assignment with Annex 1 (FINAL)#page1.tif
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NUNC PRO TUNC INTELLECTUAL PROPERTY ASSIGNMENT

This Nunc Pro Tunc Intellectual Property Assignment (“**Assignment**”) is by and between MGM Resorts International Operations, Inc., a Nevada corporation having a business address at 6385 S. Rainbow Boulevard, Suite 500, Las Vegas, Nevada 89118 (“**MGM**”) and AAF Archive, LLC, a Delaware limited liability company having a business address at 3727 W. Magnolia Blvd. #1038, Burbank, California (“**AAF**”), and is effective as of August 13, 2020 (“**Effective Date**”).

NOW, THEREFORE, in consideration of the foregoing recitals, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, MGM and AAF agree and covenant as follows:

1. Assignment of Trademark and Copyrights. MGM hereby assigns and transfers to AAF, *nunc pro tunc* as of the Effective Date hereof, any and all of MGM’s right, title, and interest, and goodwill throughout the world in and to the trademarks listed in Annex 1 to this Nunc Pro Tunc Intellectual Property Assignment, and certain copyrights to the audiovisual footage that MGM acquired through the Chapter 7 Bankruptcy Estates of Ebersol Sports Media Group, Inc., AAF Players, LLC, AAF Properties, LLC, Legendary Field Exhibitions, LLC, LFE 2, LLC, and We Are Realtime, LLC and all goodwill associated therewith, and all pending applications and subsisting registrations therefor, and derivative works thereof (“**Assigned Trademarks and Copyrights**”), which Assigned Trademarks and Copyright does not include any other copyrights in software (including any source code or object code) MGM acquired through the Chapter 7 Bankruptcy Estates of Ebersol Sports Media Group, Inc., AAF Players, LLC, AAF Properties, LLC, Legendary Field Exhibitions, LLC, LFE 2, LLC, and We Are Realtime, LLC.

Without limiting the foregoing, this assignment includes all federal, state, foreign, and common law rights in the Assigned Trademarks and Copyrights, together with the goodwill of the business symbolized by the Assigned Trademarks and Copyrights; all renewals and extensions of copyrights in the Assigned Trademarks and Copyrights that may be secured under the laws now or hereafter in force and effect in the United States of America or in any other country; all income and royalties now or hereafter due or payable to MGM with respect to the Assigned Trademarks and Copyrights; all contracting and licensing rights in respect of the Assigned Trademarks and Copyrights; the right to sue third parties for and recover damages and payments for past, present, and future infringement, misappropriation, or other violation of rights related to the Assigned Trademarks and Copyrights; and the exclusive right to apply for and obtain statutory rights and registrations with respect to the Assigned Trademarks and Copyrights throughout the world. In each case to the extent MGM has any right, title, and interest in the same.

In the case of copyrights in the Assigned Trademarks and Copyrights, these rights further include, without limitation, the right to reproduce the copyrighted works; the right to prepare derivative works based upon the copyrighted works; the right to distribute copies of the copyrighted works to the public by sale or other transfer of ownership, or by rental, lease or lending; the right to perform the copyrighted works publicly, and in the case of sound recordings, to perform the copyrighted works publicly by means of a digital audio transmission; the right to display the copyrighted works publicly by any means or method now known or hereafter invented; the right to reproduce the copyrighted works in or on any kind of article, whether useful or

otherwise; and the right to sue for infringements of the copyrighted works, whether such cause of action accrues before or after the Effective Date of this Assignment. In each case to the extent MGM has any right, title, and interest in the same.

2. Authorization. MGM hereby authorizes the Register of Copyrights and the Commissioner for Trademarks, as applicable, and any other government officials of any country or countries foreign to the United States, upon AAF's request, to record and register AAF as the assignee and owner of any and all of MGM's rights in and to the Assigned Trademarks and Copyrights assigned by MGM to AAF pursuant to this Assignment.

3. Non-Assignable IP. If and to the extent that, as a matter of law in any jurisdiction, any rights or interests in or to any of the Assigned Trademarks and Copyrights cannot be assigned by MGM ("**Non-Assignable IP**"), then MGM hereby (a) grants to AAF an unlimited, exclusive, irrevocable, worldwide, perpetual, royalty-free, transferable, sub-licensable license to use, exploit and commercialize in any manner now known or in the future discovered and for whatever purpose, the Non-Assignable IP, and (b) irrevocably waives and agrees never to assert the Non-Assignable IP against AAF, its successors, assignees, licensees, or customers.

4. No Warranties. AAF agrees that the Assigned Trademarks and Copyrights are assigned AS IS, WHERE IS AND WITHOUT ANY WARRANTY OF ANY KIND, INCLUDING (A) ANY WARRANTY OF MGM'S TITLE OR OWNERSHIP, (B) ANY WARRANTY THAT THE ASSIGNED IP IS FREE FROM ANY CLAIMS OR INTERESTS OF THIRD PARTIES, (C) ANY WARRANTY THAT THE ASSIGNED IP IS VALID OR ENFORCEABLE, (D) ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NONINFRINGEMENT, OR (E) ANY WARRANTY ARISING OUT OF COURSE OF DEALING, COURSE OF PERFORMANCE OR USAGE OF TRADE, ALL SUCH WARRANTIES BEING EXPRESSLY HEREBY DISCLAIMED.

5. Further Assurances. At AAF's request and at AAF's sole expense, MGM agrees to execute and deliver any documents, instruments or conveyances and take such further actions that AAF reasonably determines are necessary to more fully and effectively effectuate the purposes of this Assignment, including the execution of any documents that AAF determines it needs to file with the U.S. Patent and Trademark Office, or any intellectual property registration authority in any foreign country, in order to record the assignment of ownership of the Assigned Trademarks and Copyrights from MGM to AAF.

6. Severability. If any term, provision, covenant or condition of this Assignment, or the application thereof to any person, place, or circumstance, shall be held to be invalid, unenforceable, or void in any respect, such provision shall be reformed only to the extent necessary to make it enforceable, and the remainder of this Assignment and such term, provision, covenant, or condition as applied to other persons, places, and circumstances shall remain in full force and effect.

7. Waiver. No waiver by MGM or AAF of any of the provisions hereof will be effective unless explicitly set forth in writing and signed by the party against which enforcement is sought. No failure to exercise, or delay in exercising, any right, remedy, power or privilege arising from this Assignment will operate or be construed as a waiver thereof; nor will any single or partial

exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or exercise of any other right, remedy, power or privilege.

8. Governing Law; Exclusive Jurisdiction. This Assignment and actions taken hereunder shall be governed by, and construed in accordance with, the laws of the State of Delaware, applied without regard to conflict of law principles. The parties hereby acknowledge and agree that any suit, action or proceeding seeking to enforce any provision of, or based on any matter arising out of or in connection with, this Assignment shall be brought in the United States District Court for the District of Delaware or any Delaware State court, so long as one of such courts shall have subject matter jurisdiction over such suit, action or proceeding, and that any cause of action arising out of this Assignment shall be deemed to have arisen from a transaction of business in the State of Delaware, and each of the parties hereby irrevocably consents to the exclusive jurisdiction of such courts (and of the appropriate appellate courts therefrom) in any such suit, action or proceeding and irrevocably waives, to the fullest extent permitted by law, any objection that it may now or hereafter have to the laying of the venue of any such suit, action or proceeding in any such court or that any such suit, action or proceeding which is brought in any such court has been brought in an inconvenient forum.

9. Binding Effect. This Assignment shall be binding on and inure to the benefit of AAF and MGM and their respective successors and assigns.

10. Entire Assignment; Amendment. This Assignment, together with all annexes and any other documents incorporated herein by reference, sets forth the complete, exclusive, and integrated understanding of AAF and MGM which supersedes all proposals or prior and contemporaneous understandings and agreements, both written and oral, and all other prior communications between AAF and MGM with respect to such subject matter. This Assignment may only be amended, supplemented or modified by a written instrument that specifically refers to this Assignment and is signed by an authorized representative of each party.

11. Rules of Construction. For purposes of this Assignment: (a) the words “including,” “included,” and “includes” mean inclusion without limitation; (b) the word “or” is not exclusive; (c) the words “herein,” “hereof,” “hereto,” and “hereunder”, and other words of similar import, refer to this Assignment as a whole and not to any particular Section, or other subdivision; (d) Sections refer to the Sections of this Assignment; (e) an agreement, instrument or other document means such agreement, instrument or other document as amended, supplemented and modified from time to time to the extent permitted by the provisions thereof; and (f) the headings in this Assignment are for convenience only and shall not affect the interpretation of this Assignment. This Assignment shall be construed without regard to any presumption or rule requiring construction or interpretation against the party drafting an instrument or causing any instrument to be drafted.

12. Counterparts. This Assignment may be executed in counterparts, each of which shall be deemed an original but all of which together shall be deemed to be one and the same agreement.

IN WITNESS WHEREOF, the undersigned have executed this *Nunc Pro Tunc* Intellectual Property Assignment as of the date set forth below, to be effective as of the Effective Date.

[Signatures appear on the following page.]

MGM:

AAF:

MGM RESORTS INTERNATIONAL
OPERATIONS, INC.

AAF ARCHIVE, LLC

DocuSigned by:
By: Jessica Cunningham
Name: ~~Jessica Cunningham~~
Title: Senior Vice President, Legal Counsel
& Assistant Secretary
Date: 8/17/2021








DocuSigned by:
By: David Cohen
Name: ~~David Cohen~~
Title: President
Date: 8/17/2021

Annex 1


Country	Owner	Trademark	Status	App No.	Reg. No.	App. Date
United States of America	AAF PROPERTIES, LLC	AAF	Abandoned	87799542		Feb. 15, 2018
United States of America	AAF PROPERTIES, LLC	ALLIANCE	Abandoned	87799528		Feb. 15, 2018
United States of America	AAF PROPERTIES, LLC	ALLIANCE AF	Abandoned	87799536		Feb. 15, 2018
United States of America	AAF PROPERTIES, LLC	ALLIANCE OF AMERICAN FOOTBALL	Abandoned	87799550		Feb. 15, 2018
United States of America	AAF PROPERTIES, LLC	ARIZONA HOT SHOTS	Abandoned	88125840		Sep. 20, 2018
United States of America	AAF PROPERTIES, LLC	AZ ARIZONA HOTSHOTS  ARIZONA HOTSHOTS	Abandoned	88126028		Sep. 20, 2018
United States of America	AAF PROPERTIES, LLC	ATL 	Abandoned	88122462		Sep. 18, 2018
United States of America	AAF PROPERTIES, LLC	ATLANTA LEGENDS	Abandoned	88122412		Sep. 18, 2018
United States of America	AAF PROPERTIES, LLC	ATLANTA LEGENDS 	Abandoned	88122437		Sep. 18, 2018





United States of America	AAF PROPERTIES, LLC	BIRMINGHAM IRON	Abandoned	88122416		Sep. 18, 2018
United States of America	AAF PROPERTIES, LLC	B BIRMINGHAM IRON 	Abandoned	88122446		Sep. 18, 2018
United States of America	AAF PROPERTIES, LLC	CAN'T STOP GREATNESS	Abandoned	88145307		Oct. 05, 2018
United States of America	AAF PROPERTIES, LLC	Design Only 	Abandoned	88126082		Sep. 20, 2018
United States of America	AAF PROPERTIES, LLC	Design Only 	Abandoned	88126015		Sep. 20, 2018
United States of America	AAF PROPERTIES, LLC	Design Only 	Abandoned	88126089		Sep. 20, 2018
United States of America	AAF PROPERTIES, LLC	FANCHISE	Abandoned	87924465		May 16, 2018
United States of America	AAF PROPERTIES, LLC	LEGENDS 	Pending (suspended)	88122523		Sep. 18, 2018
United States of America	AAF PROPERTIES, LLC	A 	Abandoned	87799560		Feb. 15, 2018



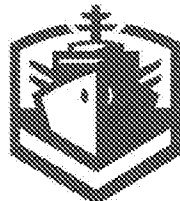

United States of America	AAF PROPERTIES, LLC	MEMPHIS EXPRESS	Abandoned	88122419		Sep. 18, 2018
United States of America	AAF PROPERTIES, LLC	E MEMPHIS EXPRESS 	Abandoned	88122450		Sep. 18, 2018
United States of America	AAF PROPERTIES, LLC	ORLANDO APOLLOS	Abandoned	88122424		Sep. 18, 2018
United States of America	AAF PROPERTIES, LLC	ORLANDO APOLLOS O 	Abandoned	88122456		Sep. 18, 2018
United States of America	AAF PROPERTIES, LLC	PLAYR 	Pending (suspended)	88122387		Sep. 18, 2018
United States of America	AAF PROPERTIES, LLC	SALT LAKE STALLIONS	Abandoned	88125828		Sep. 20, 2018
United States of America	AAF PROPERTIES, LLC	SALT LAKE STALLIONS 	Abandoned	88126062		Sep. 20, 2018
United States of America	AAF PROPERTIES, LLC	SAN ANTONIO COMMANDERS	Abandoned	88125795		Sep. 20, 2018
United States of America	AAF PROPERTIES, LLC	SAN ANTONIO COMMANDERS 	Abandoned	88125999		Sep. 20, 2018



United States of America	AAF PROPERTIES, LLC	SAN DIEGO FLEET	Abandoned	88125816		Sep. 20, 2018
United States of America	AAF PROPERTIES, LLC	SAN DIEGO FLEET 	Abandoned	88126069		Sep. 20, 2018
United States of America	AAF PROPERTIES, LLC	A 	Abandoned	88122469		Sep. 18, 2018
United States of America	AAF PROPERTIES, LLC	AZ 	Abandoned	88126034		Sep. 20, 2018
United States of America	AAF PROPERTIES, LLC	AZ 	Abandoned	88126055		Sep. 20, 2018
United States of America	AAF PROPERTIES, LLC	AZ 	Abandoned	88126047		Sep. 20, 2018
United States of America	AAF PROPERTIES, LLC	BI 	Abandoned	88122478		Sep. 18, 2018
United States of America	AAF PROPERTIES, LLC	B 	Abandoned	88122533		Sep. 18, 2018


United States of America	AAF PROPERTIES, LLC	E 	Abandoned	88122540		Sep. 18, 2018
United States of America	AAF PROPERTIES, LLC	M 	Abandoned	88122484		Sep. 18, 2018
United States of America	AAF PROPERTIES, LLC	O 	Abandoned	88122550		Sep. 18, 2018
United States of America	AAF PROPERTIES, LLC	THEAAF	Abandoned	87801104		Feb. 16, 2018
United States of America	AAF PROPERTIES, LLC	AAF RAW	Abandoned	88315506		Feb. 25, 2019
United States of America	AAF PROPERTIES, LLC	THE ALLIANCE CHAMPIONSHIP 	Abandoned	88301581		Feb. 14, 2019
United States of America	AAF PROPERTIES, LLC	HEART OF THE ALLIANCE 	Pending (allowed)	88302348		Feb. 14, 2019
United States of America	AAF PROPERTIES, LLC	ADMIRAL NELSON	Abandoned	88302358		Feb. 14, 2019
United States of America	AAF PROPERTIES, LLC	SKYJUDGE	Abandoned	88282450		Jan. 30, 2019
United States of America	AAF PROPERTIES, LLC	PLAYRS	Pending (allowed)	88281427		Jan. 29, 2019
United States of America	AAF PROPERTIES, LLC	PRECAST	Abandoned	88274990		Jan. 24, 2019
United States of America	AAF PROPERTIES, LLC	AN ALLIANCE BETWEEN FANS, PLAYERS AND THE	Pending (published)	88264582		Jan. 16, 2019

		GAME				
Australia	AAF Properties, LLC	A Logo 	Registered	1962601	IR 1428364	Apr. 25, 2018
Australia	AAF Properties, LLC	AAF	Registered	1961542	IR 1428296	Apr. 25, 2018
Australia	AAF Properties, LLC	ALLIANCE	Pending	1961551	IR 1428325	Apr. 25, 2018
Australia	AAF Properties, LLC	ALLIANCE AF	Pending	1964445	IR 1430543	Apr. 25, 2018
Australia	AAF Properties, LLC	ALLIANCE OF AMERICAN FOOTBALL	Total provisional refusal	1961555	IR 1428334	Apr. 25, 2018
Australia	AAF Properties, LLC	THEAAF	Registered	1968195	IR 1433585	Apr. 25, 2018
Canada	AAF Properties, LLC	A Logo 	Pending	1898132		May 8, 2018
Canada	AAF Properties, LLC	AAF	Pending	1898129		May 8, 2018
Canada	AAF Properties, LLC	ALLIANCE	Pending	1898127		May 8, 2018
Canada	AAF Properties, LLC	ALLIANCE AF	Pending	1898128		May 8, 2018
Canada	AAF Properties, LLC	ALLIANCE OF AMERICAN FOOTBALL	Pending	1898130		May 8, 2018

Canada	AAF Properties, LLC	ARIZONA HOT SHOTS	Pending	1925776		Oct. 17, 2018
Canada	AAF Properties, LLC	Primary Logo AZ 	Pending	1925874		Oct. 18, 2018
Canada	AAF Properties, LLC	ATLANTA LEGENDS	Pending	1925775		Oct. 17, 2018
Canada	AAF Properties, LLC	PRIMARY LOGO LEGENDS 	Pending	1925872		Oct. 18, 2018
Canada	AAF Properties, LLC	BIRMINGHAM IRON	Pending	1925774		Oct. 17, 2018
Canada	AAF Properties, LLC	PRIMARY LOGO B 	Pending	1925869		Oct. 18, 2018
Canada	AAF Properties, LLC	MEMPHIS EXPRESS	Pending	1925773		Oct. 17, 2018
Canada	AAF Properties, LLC	PRIMARY LOGO E 	Pending	1925868		Oct. 18, 2018
Canada	AAF Properties, LLC	ORLANDO APOLLOS	Pending	1925772		Oct. 17, 2018
Canada	AAF Properties, LLC	PRIMARY LOGO O 	Pending	1925780		Oct. 17, 2018

Canada	AAF Properties, LLC	SALT LAKE STALLIONS	Pending	1925771		Oct. 17, 2018
Canada	AAF Properties, LLC	Stylized Horse Design 	Pending	1925779		Oct. 17, 2018
Canada	AAF Properties, LLC	SAN ANTONIO COMMANDERS	Pending	1925769		Oct. 17, 2018
Canada	AAF Properties, LLC	STYLIZED SHIELD & SWORD DESIGN 	Pending	1926506		Oct. 22, 2018
Canada	AAF Properties, LLC	SAN DIEGO FLEET	Pending	1925770		Oct. 17, 2018
Canada	AAF Properties, LLC	STYLIZED SHIP INSIDE OF A STYLIZED SHIELD 	Pending	1925777		Oct. 17, 2018
Canada	AAF Properties, LLC	THEAAF	Pending	1898131		May 8, 2018
China	AAF Properties, LLC	A Logo 	Registered		IR 1428364	Apr. 25, 2018
China	AAF Properties, LLC	AAF	Partial provisional refusal		IR 1428286	Oct. 11, 2018
China	AAF Properties, LLC	ALLIANCE	Partial Provisional Refusal		IR 1428325	Oct. 11, 2018

China	AAF Properties, LLC	ALLIANCE AF	Registered		IR 1430543	Oct. 11, 2018
China	AAF Properties, LLC	ALLIANCE OF AMERICAN FOOTBALL	Total provisional refusal		IR 1428334	Oct. 11, 2018
China	AAF Properties, LLC	THEAAF	Registered		IR 1433585	Oct. 11, 2018
European Union	AAF Properties, LLC	A Logo 	Registered	1428364	IR 1428364	Oct. 11, 2018
European Union	AAF Properties, LLC	AAF	Registered		IR 1428296	Oct. 11, 2018
European Union	AAF Properties, LLC	ALLIANCE	Registered		IR 1428325	Oct. 11, 2018
European Union	AAF Properties, LLC	ALLIANCE AF	Registered		IR 1430543	Oct. 11, 2018
European Union	AAF Properties, LLC	ALLIANCE OF AMERICAN FOOTBALL	Registered		IR 1428334	Oct. 11, 2018
European Union	AAF Properties, LLC	THEAAF	Registered		IR 1433585	Oct. 11, 2018
India	AAF Properties, LLC	A Logo 	Registered		IR 1428364	
India	AAF Properties, LLC	AAF	Total provisional refusal		IR 1428296	
India	AAF Properties, LLC	ALLIANCE	Total provisional refusal		IR 1428325	

India	AAF Properties, LLC	ALLIANCE AF	Total provisional refusal		IR 1430543	
India	AAF Properties, LLC	ALLIANCE OF AMERICAN FOOTBALL	Total provisional refusal		IR 1428334	
India	AAF Properties, LLC	THEAAF	Registered		IR 1433585	
Japan	AAF Properties, LLC	A Logo 	Registered		IR 1428364	
Japan	AAF Properties, LLC	AAF	Total provisional refusal		IR 1428296	
Japan	AAF Properties, LLC	ALLIANCE	Registered		IR 1428325	
Japan	AAF Properties, LLC	ALLIANCE AF	Total provisional refusal		IR 1430543	
Japan	AAF Properties, LLC	ALLIANCE OF AMERICAN FOOTBALL	Registered		IR 1428334	
Japan	AAF Properties, LLC	THEAAF	Total provisional refusal		IR 1433585	
Mexico	AAF Properties, LLC	A Logo 	Registered		IR 1428364	
Mexico	AAF Properties, LLC	AAF	Registered		IR 1428296	
Mexico	AAF Properties, LLC	ALLIANCE	Registered		IR 1428325	

Mexico	AAF Properties, LLC	ALLIANCE AF	Registered		IR 1430543	
Mexico	AAF Properties, LLC	ALLIANCE OF AMERICAN FOOTBALL	Registered		IR 1428334	
Mexico	AAF Properties, LLC	THEAAF	Partial provisional refusal		IR 1433585	
WIPO	AAF Properties, LLC	A Logo 	Registered		IR 1428364	
WIPO	AAF Properties, LLC	AAF	Registered		IR 1428296	
WIPO	AAF Properties, LLC	ALLIANCE	Registered		IR 1428325	
WIPO	AAF Properties, LLC	ALLIANCE AF	Registered		IR 1430543	
WIPO	AAF Properties, LLC	ALLIANCE OF AMERICAN FOOTBALL	Registered		IR 1428334	
WIPO	AAF Properties, LLC	THEAAF	Registered		IR 1433585	