

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
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<b>NATURE OF CONVEYANCE:</b>	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL
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<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Women's Professional Soccer, L.L.C		04/16/2004	CORPORATION: DELAWARE

<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	Women's United Soccer Association Players' Association
<b>Street Address:</b>	c/o Ballard Spahr Andrews & Ingersoll, LLP
<b>Internal Address:</b>	1735 Market Street, 51st Floor
<b>City:</b>	Philadelphia
<b>State/Country:</b>	PENNSYLVANIA
<b>Postal Code:</b>	19103
<b>Entity Type:</b>	INC. ASSOCIATION: PENNSYLVANIA

**PROPERTY NUMBERS Total: 19**

Property Type	Number	Word Mark
Registration Number:	2556955	WUSA
Registration Number:	2562316	WASHINGTON FREEDOM
Registration Number:	2621861	WUSA
Registration Number:	2626216	ATLANTA BEAT
Registration Number:	2630225	SAN DIEGO SPIRIT
Registration Number:	2701003	PHILADELPHIA CHARGE
Registration Number:	2705039	WASHINGTON FREEDOM
Serial Number:	76156905	SAN DIEGO SPIRIT
Serial Number:	76174794	PHILADELPHIA CHARGE
Serial Number:	76198952	BOSTON BREAKERS
Serial Number:	76144525	WASHINGTON FREEDOM
Serial Number:	76291061	WUSA FOUNDER'S CUP
Serial Number:	76205654	CAROLINA COURAGE
Serial Number:	76349056	SAN JOSE CYBERRAYS

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Serial Number:	76156906	ATLANTA BEAT
Serial Number:	76174797	NEW YORK POWER
Serial Number:	76122629	BOSTON BREAKERS
Serial Number:	76194804	BREAKERS
Serial Number:	75896373	WOMEN'S UNITED SOCCER ASSOCIATION

**CORRESPONDENCE DATA**

Fax Number: (215)864-9809  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
Phone: (215) 864-8276  
Email: barnhart@ballardspahr.com  
Correspondent Name: Emily J. Barnhart  
Address Line 1: Ballard Spahr Andrews & Ingersoll, LLP  
Address Line 2: 1735 Market Street, 51st Floor  
Address Line 4: Philadelphia, PENNSYLVANIA 19103

ATTORNEY DOCKET NUMBER:	087693
NAME OF SUBMITTER:	Emily J. Barnhart

Total Attachments: 25  
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**QUITCLAIM ASSIGNMENT AND ASSUMPTION  
OF INTELLECTUAL PROPERTY AGREEMENT**

THIS QUITCLAIM ASSIGNMENT AND ASSUMPTION OF INTELLECTUAL PROPERTY AGREEMENT (this "IP Agreement"), made and entered into this 16th day of April, 2004, by and between Women's Professional Soccer, L.L.C., a Delaware limited liability company (the "Company"), on behalf of itself and the Class A Members (defined below) and the Women's United Soccer Association Players' Association (the "Association"), as the sole and exclusive bargaining representative of present players (the "Players") in the Women's United Soccer Association,

**WITNESSETH:**

WHEREAS, the Company was organized and is governed in accordance with that certain Second Amended and Restated Limited Liability Company Operating Agreement of Women's Professional Soccer, L.L.C., dated as of August 8, 2000 (the "Operating Agreement");

WHEREAS, the Company has operated a women's professional soccer league in the United States known as the Women's United Soccer Association (the "League");

WHEREAS, in connection with the operation of the League, the Company owns and uses the marks and copyrights listed on Schedule 1 attached hereto and has made certain registrations or applications therefor (the "Registered Intellectual Property") and certain other intellectual property listed on Schedule 2 attached hereto (the "Other Intellectual Property"; collectively, with the Registered Intellectual Property, the "Intellectual Property");

WHEREAS, the Association was formed to represent the Players in their negotiations and dealings with the management of the Company;

WHEREAS, at a special meeting on September 15, 2003, the Board of Governors determined that the Company had exhausted all available options to increase funding and sponsorship opportunities, determined that the Company did not have sufficient funds to continue operating, determined that the funds necessary to operate the League would not be forthcoming from additional investors and/or sponsors and authorized the immediate suspension of operations of the League, the winding up of the Company's affairs and the dissolution of the Company (the "Winding-Up");

WHEREAS, in connection with the Winding-Up, the Company and the Association entered into a certain Settlement Agreement Regarding the Players and the Winding-Up of the Company, dated as of October 20, 2003 (the "Agreement"), in which certain rights and obligations of the Company, the Association and the Players in connection with the Winding-Up were described and set forth; and

WHEREAS, pursuant to the Agreement, the Company agreed to transfer the Intellectual Property to the Association in accordance with the terms of this IP Agreement, and the Association agreed to execute a general release (the "Release") in favor of the Company and each of the Class A Members of the Company in the form attached to the Agreement (all of the Class A Members of Company as of the date hereof, whether or not their status as Class A

### U.S. Copyright Registrations

Title of Work	Registration No.
Application for professional league membership	TXu-941-390
Women's Professional Soccer league draft business plan	TXu-942-023
Women's Professional Soccer, LLC: status of compliance with standards	TXu-959-314

SCHEDULE 2

OTHER INTELLECTUAL PROPERTY

All of the League and Team logos attached hereto.

The following domain names and websites associated with the League and the Teams:

www.wusa.com  
www.theatlantabeat.com  
www.bostonbreakers.com  
www.carolinacourage.com  
www.nypower.com  
www.philadelphiacharge.com  
www.sandiegospirit.com  
www.sanjosecyberrays.com  
www.washingtonfreedom.com

All video and film footage owned by the Company of Team games.

All other copyrights and trademarks of the Company, if any, excluding any trade secrets or other confidential information of the Company.

LEAGUE LOGOS

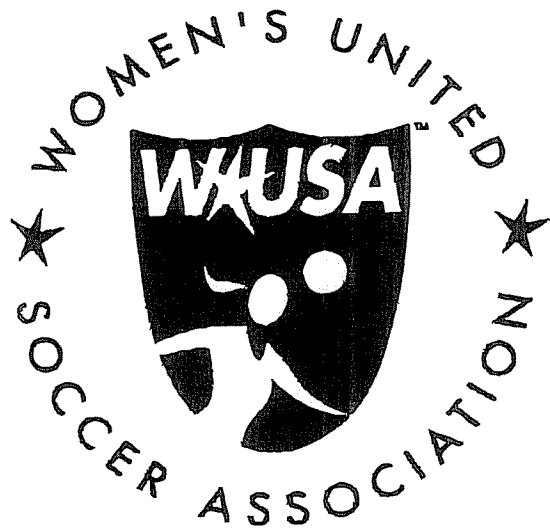
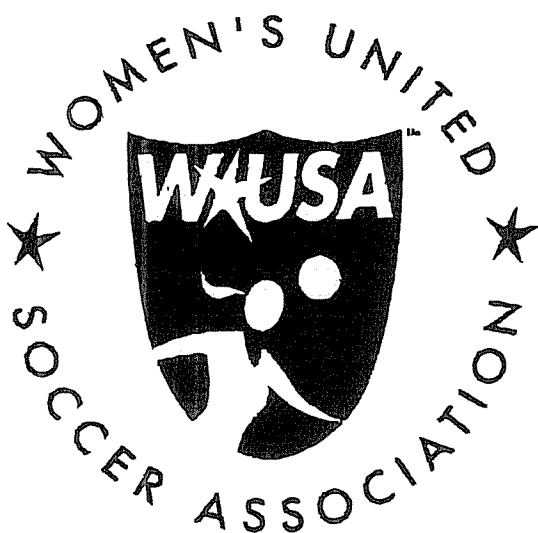


**WUSA™**

**WUSA™**



**WOMEN'S UNITED SOCCER ASSOCIATION**





WOMEN'S UNITED SOCCER ASSOCIATION



**Courage™** **Courage™**



**NY POWER™**  
**NY POWER™**



**QUITCLAIM ASSIGNMENT AND ASSUMPTION  
OF INTELLECTUAL PROPERTY AGREEMENT**

THIS QUITCLAIM ASSIGNMENT AND ASSUMPTION OF INTELLECTUAL PROPERTY AGREEMENT (this "IP Agreement"), made and entered into this \_\_\_\_\_ day of April, 2004, by and between Women's Professional Soccer, L.L.C., a Delaware limited liability company (the "Company"), on behalf of itself and the Class A Members (defined below) and the Women's United Soccer Association Players' Association (the "Association"), as the sole and exclusive bargaining representative of present players (the "Players") in the Women's United Soccer Association,

**WITNESSETH:**

WHEREAS, the Company was organized and is governed in accordance with that certain Second Amended and Restated Limited Liability Company Operating Agreement of Women's Professional Soccer, L.L.C., dated as of August 8, 2000 (the "Operating Agreement");

WHEREAS, the Company has operated a women's professional soccer league in the United States known as the Women's United Soccer Association (the "League");

WHEREAS, in connection with the operation of the League, the Company owns and uses the marks and copyrights listed on Schedule 1 attached hereto and has made certain registrations or applications therefor (the "Registered Intellectual Property") and certain other intellectual property listed on Schedule 2 attached hereto (the "Other Intellectual Property"; collectively, with the Registered Intellectual Property, the "Intellectual Property");

WHEREAS, the Association was formed to represent the Players in their negotiations and dealings with the management of the Company;

WHEREAS, at a special meeting on September 15, 2003, the Board of Governors determined that the Company had exhausted all available options to increase funding and sponsorship opportunities, determined that the Company did not have sufficient funds to continue operating, determined that the funds necessary to operate the League would not be forthcoming from additional investors and/or sponsors and authorized the immediate suspension of operations of the League, the winding up of the Company's affairs and the dissolution of the Company (the "Winding-Up");

WHEREAS, in connection with the Winding-Up, the Company and the Association entered into a certain Settlement Agreement Regarding the Players and the Winding-Up of the Company, dated as of October 20, 2003 (the "Agreement"), in which certain rights and obligations of the Company, the Association and the Players in connection with the Winding-Up were described and set forth; and

WHEREAS, pursuant to the Agreement, the Company agreed to transfer the Intellectual Property to the Association in accordance with the terms of this IP Agreement, and the Association agreed to execute a general release (the "Release") in favor of the Company and each of the Class A Members of the Company in the form attached to the Agreement (all of the Class A Members of Company as of the date hereof, whether or not their status as Class A



SCHEDULE 3

ASSUMED LIABILITIES

NONE

Members under the Operating Agreement is terminated in connection with the Winding-Up, shall be referred to as "Class A Members");

NOW, THEREFORE, for and in consideration of the mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. Assignment of Intellectual Property.

(a) Subject to the other provisions set forth herein, the Company hereby quitclaims, transfers and assigns to the Association all of the Company's right, title and interest in and to the Registered Intellectual Property, including the goodwill of the business symbolized thereby, and effective as of the date of execution set forth above.

(b) Subject to the other provisions set forth herein, the Company does hereby quitclaim, transfer and assign to the Association, and the Association does hereby accept from the Company, all of the right, title and interest that the Company has in and to the Other Intellectual Property, including the goodwill of the business symbolized thereby, and effective as of the date of execution set forth above.

(c) The Company assigns to the Association all claims for damages and/or other relief by reason of any past infringement or dilution of the Intellectual Property at any time up to the effective date of the Agreement.

(d) The Company agrees to sign any and all other documents necessary to evidence, effect, or record the assignment of Intellectual Property to the Association transferred herein; provided, however, that such documents (i) shall not include any additional representations or warranties on the part of the Company other than a representation or warranty that the person signing such documents has the authority to do so on behalf of the Company, and (ii) shall not impose any additional obligations or liabilities on the Company other than the obligations or liabilities already imposed upon it by the Agreement and this IP Agreement.

(e) Notwithstanding the foregoing, the Company shall retain the nonexclusive right to use the Intellectual Property in order to effect the Winding-Up until such time as the Winding-Up has been completed in its entirety and the Company has been dissolved (such Winding-Up activities shall include matters such as settling outstanding claims, filing tax returns, closing bank accounts, terminating benefits and other similar matters required to be resolved by the Company prior to the consummation of the Winding-Up).

2. THE ASSOCIATION ACKNOWLEDGES THAT THE TRANSFER OF THE INTELLECTUAL PROPERTY HEREIN IS ON A QUITCLAIM, AS-IS BASIS WITHOUT ANY REPRESENTATIONS OR WARRANTIES EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY REPRESENTATIONS OR WARRANTIES OF TITLE OR NON-INFRINGEMENT.

3. Notwithstanding Section 2, the Company represents and warrants that there are, to the actual knowledge of its general counsel as of the date of the Agreement, no pending actions

respect to the Offered Interest shall be held at the principal office of the Operating Member or such other location agreed to by the Association and the Operating Member.

(d) In the event that an Operating Member fails to give a timely Exercise Notice, then within 90 days after the expiration or termination of such Right of First Refusal period, the Offered Interest may be sold or otherwise transferred by the Association to the Acquiring Party; provided that the sale or other transfer of the Offered Interest is made pursuant to the terms of the Offer included in the First Notice. If for any reason no such Disposition occurs within such 90-day period, the Offered Interest shall remain subject to this IP Agreement, and any subsequent Disposition of any Team Related IP must be made in accordance with the provisions hereof.

7. Use of Film Footage by Class A Members. The Association agrees that if a Class A Member ever provides notice to the Association that such Class A Member desires to obtain for such Class A Member's use any film footage of any Team games that is transferred to the Association pursuant to Section 1(b) hereof, the Association shall provide copies of such film footage to the Class A Member at the Class A Member's expense within 10 business days of such notice. No Class A Member shall be permitted to assign or license to any third party for financial gain any film footage provided to such Class A Member pursuant to the immediately preceding sentence but shall be entitled to use the film footage for any other purpose.

8. Miscellaneous.

(a) Waiver. Any waiver of any terms or conditions of this IP Agreement shall be in writing signed by the party against whom enforcement of the waiver is sought and shall not operate as a waiver of any other breach of such terms or conditions or any other term or condition nor shall any failure to enforce any provision of this IP Agreement operate as a waiver of such provision or of any other provision of this IP Agreement.

(b) Captions. The headings and captions appearing in this IP Agreement are inserted only as a matter of convenience and in no way define, limit, construe or describe the scope or intent of such sections or articles of this IP Agreement nor in any way affect this IP Agreement.

(c) Counterparts. This IP Agreement may be executed in one or more counterparts, each of which will be deemed an original.

(d) Variations of Pronouns; Number; Gender. All pronouns and all variations thereof shall be deemed to refer to the masculine, feminine or neuter, singular or plural, as the identity of the person or persons or entity may require. Whenever used herein the singular number shall include the plural, the plural shall include the singular, and the use of any gender shall include all genders.

(e) Governing Law. This IP Agreement shall be governed by and construed in accordance with the substantive laws of the State of Delaware without regard to the conflict of laws provisions thereof.

or claims regarding any of the Intellectual Property in any court or administrative tribunal, including the state and federal courts of the United States, the Trademark Trial and Appeal Board, and the U.S. Copyright Office.

4. Assignment of Players' Publicity Rights. The Company hereby quitclaims, transfers and assigns to the Association all rights that it may have, if any, to use any Player's likeness and other rights to publicity with respect to the Players (collectively, the "Publicity Rights"). The Association acknowledges that the transfer of the Publicity Rights herein is on a quitclaim, as-is basis without any representations or warranties express or implied, including, without limitation, any representations or warranties that such transfer is valid or effective. Except for claims or actions with respect to indemnification as set forth below, the Company shall not bring future claims or actions against the Association with respect to the Association's use of the Publicity Rights. The Association agrees that it shall indemnify, hold harmless and defend the Company from and against any and all claims, actions, losses, damages, costs or expenses that are brought by or on behalf of a Player or a Player's representatives, heirs, agents or assigns arising with respect to the transfer of the Publicity Rights herein or the Association's use thereof after the effective date of this IP Agreement.

5. Assignment and Assumption of Contracts and Liabilities. The Company hereby assigns to the Association, and the Association hereby assumes and agrees to perform, pay or discharge all of the contracts and other liabilities described on Schedule 3 attached hereto related to the Intellectual Property.

6. Right of First Refusal.

(a) In the event that at any time the Association desires to sell, distribute, transfer, give, assign, license or in any other manner whatsoever allow the use of, dispose or attempt to dispose of the whole or any part of the Intellectual Property related to the operation of any WUSA soccer team previously owned by the Company and operated by a Class A Member or any interest therein ("Team Related IP"; any such act referred to above with respect to the Team Related IP being a "Disposition"), the Association shall first deliver written notice (the "First Notice") of such proposed Disposition to the Class A Member that previously operated the Team (the "Operating Member"), stating the name and address of the party who proposes to be the acquiring party with respect to the proposed Disposition (the "Acquiring Party") and the consideration to be provided by the Acquiring Party in connection with the proposed Disposition, and shall include a copy of any offer or other documents related to the proposed Disposition (collectively, the "Offer").

(b) The Operating Member shall have the right and option, to purchase or otherwise obtain for use, for the consideration and on the terms and conditions provided in the Offer, the interest in the Team Related IP to which the Offer relates (the "Offered Interest") (such option referred to herein as the "Right of First Refusal"). If an Operating Member desires to exercise a Right of First Refusal, it shall deliver a notice (the "Exercise Notice") to that effect to the Association within twenty (20) days after the receipt of the First Notice.

(c) The Exercise Notice shall set forth a date, not later than sixty (60) days from the delivery of the Exercise Notice, on which the closing of the proposed transaction with

(f) Construction. The parties acknowledge and agree that they have been represented by counsel and that each of the parties has participated in the drafting of this IP Agreement. Accordingly, it is the intention and agreement of the parties that the language, terms and conditions of this IP Agreement not be construed in any way against or in favor of any party hereto by reason of the responsibilities in connection with the preparation of this IP Agreement.

(g) Entire Agreement. This IP Agreement, including the Schedules attached hereto, shall constitute the entire agreement of the parties hereto with respect to the subject matter hereof; all prior agreements between the parties, whether written or oral, with respect to the subject matter hereof other than the Agreement are superseded hereby and shall be of no force and effect. This IP Agreement cannot be amended, modified or discharged orally, but only by an agreement in writing, signed by the party against whom enforcement of the amendment, modification or discharge is sought.

(h) No Assignment. The Association may not assign the rights under or delegate any duties under this IP Agreement without the prior written consent of the Company and each Class A Member, which consent shall not be unreasonably withheld. Notwithstanding the foregoing, the Association may transfer its rights and duties to an entity formed by the Association to operate a women's soccer league in the United States; provided that such entity executes an assumption agreement in a form approved by the Class A Members (which approval shall not be unreasonably withheld) agreeing to be bound by all of the Association's duties, liabilities and obligations hereunder. The Company and any Class A Member may not assign any rights received under this Agreement without the prior written consent of the Association, which consent shall not be unreasonably withheld. This IP Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns.

(i) Third-Party Beneficiaries. Each Class A Member is an express third-party beneficiary of this IP Agreement with the right to enforce any rights that such Class A Member receives hereunder to the fullest extent of the law.

(j) Severability. In the event that any provision of this IP Agreement becomes or is declared by a court of competent jurisdiction to be illegal, unenforceable or void, this IP Agreement shall continue in full force and effect without said provision; provided that no such severability shall be effective if it materially changes the economic benefit of this IP Agreement to any party.

(k) Acknowledgment of Authority. The Association represents and warrants to the Company that it has the requisite authority from a majority of the Players to be the sole and exclusive bargaining agent to negotiate on the Players' behalf and that it has the requisite authority to enter into this IP Agreement on the Players' behalf.

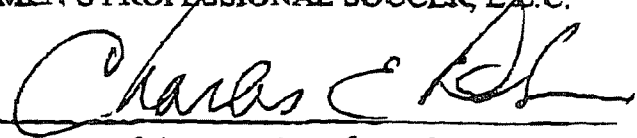
[REMAINDER OF THIS PAGE LEFT BLANK INTENTIONALLY]

IN WITNESS WHEREOF, this IP Agreement has been executed by the parties hereto as of the date first above written.

COMPANY:

WOMEN'S PROFESSIONAL SOCCER, L.L.C.

By: \_\_\_\_\_



Name: CHARLES C. PARKER

Title: CFO & SVP-LEGAL AFFAIRS

ASSOCIATION:

WOMEN'S UNITED SOCCER ASSOCIATION  
PLAYERS' ASSOCIATION, as the sole and  
exclusive bargaining representative of players in  
the Women's United Soccer Association

By: \_\_\_\_\_

Name:

Title:



IN WITNESS WHEREOF, this IP Agreement has been executed by the parties hereto as of the date first above written.

**COMPANY:**

WOMEN'S PROFESSIONAL SOCCER, L.L.C.

By: \_\_\_\_\_  
Name:  
Title:

**ASSOCIATION:**

WOMEN'S UNITED SOCCER ASSOCIATION  
PLAYERS' ASSOCIATION, as the sole and  
exclusive bargaining representative of players in  
the Women's United Soccer Association

By: John B. Langer  
Name: John B. Langer  
Title: Counsel to WUSA

SCHEDULE 1

Registered Intellectual Property

Registered U.S. Trademarks

<b>TITLE / MARK</b>	<b>REG/SERIAL NO.</b>
SAN DIEGO SPIRIT	76/156,905
PHILADELPHIA CHARGE	76/174,794
BOSTON BREAKERS	76/198,952
WASHINGTON FREEDOM	76/144,525
WUSA FOUNDER'S CUP	76/291,061
CAROLINA COURAGE	76/205,654
SAN JOSE CYBERRAYS	76/349,056
ATLANTA BEAT	76/156,906
NEW YORK POWER	76/174,797
BOSTON BREAKERS (Stylized)	76/122,629
WUSA	2,556,955
WASHINGTON FREEDOM	2,562,316
WUSA and DESIGN	2,621,861
ATLANTA BEAT	2,626,216
SAN DIEGO SPIRIT	2,630,225
PHILADELPHIA CHARGE	2,701,003
WASHINGTON FREEDOM	2,705,039
BREAKERS	76/194,804
WOMEN'S UNITED SOCCER ASSOCIATION	75/896,373

TEAM LOGOS





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TRADEMARK  
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**ATLANTA**  
**BEAT BEAT**™

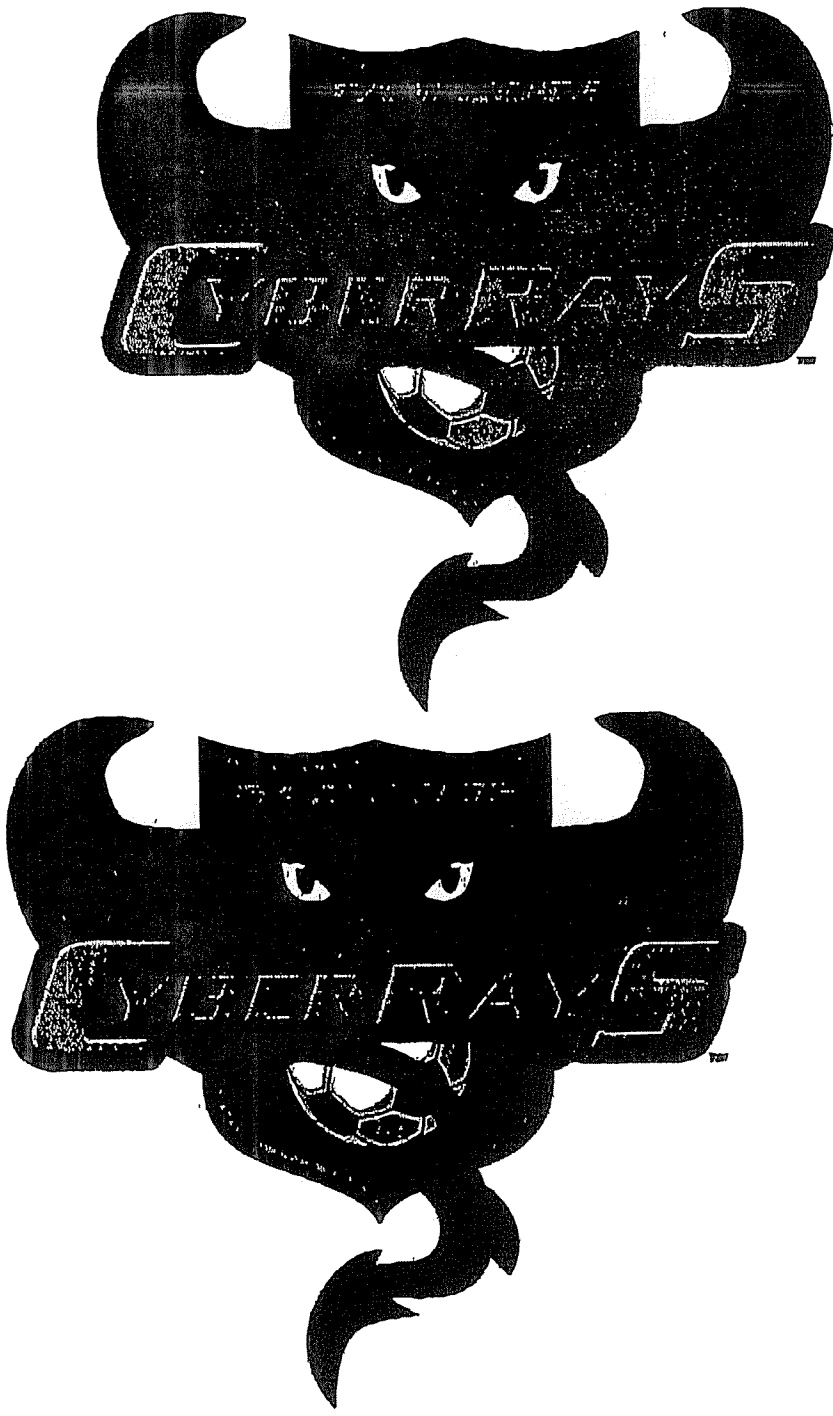
**ATLANTA**  
**BEAT BEAT**™











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WASHINGTON  
**FREEDOM**<sup>TM</sup>

WASHINGTON  
**FREEDOM**<sup>TM</sup>

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RECORDED: 04/26/2004

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