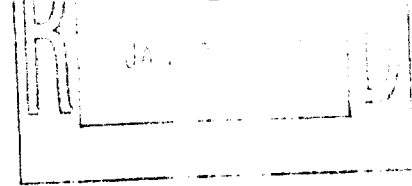


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MRD 1-28-99

CERTIFICATE OF EXPRESS MAIL UNDER 37 CFR 1.10

"Express Mail" mailing label number: EH400573309
Date of Deposit: 1/20/99

I hereby certify that this paper or fee is being deposited with the United States Postal Service "Express Mail Post Office to Addressee" service under 37 CFR 1.10 on the date indicated above and is addressed to the Assistant Commissioner for Trademarks, 2900 Crystal Drive, Arlington, Virginia 22202-3513

J. Montgomery
(Typed or printed name of person mailing paper or fee)

J. Montgomery
(Signature of person mailing paper or fee)

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

Trademark Assignment Cover Sheet

TO: The Commissioner of Patents
and Trademarks
Washington, D.C. 20231
ATTN: Assignment Branch

Please find enclosed for recording an Assignment of Trademark Rights identified as follows:

1. **Conveying Party:** ("Assignor") Blues City Baseball, Inc.
2. **Receiving Party:** ("Assignee") Memphis Redbirds Baseball Foundation, having an address of 8 South Third Street, 4th Floor, Memphis, Tennessee 38103.
3. The Assignment conveys all rights, title and interest in and to the marks and applications and registrations therefor, identified therein and herein.
4. The Assignment should be recorded against the following trademark applications:

<u>Trademark</u>	<u>U.S. Serial No.</u>
MEMPHIS (and Design)	75/401,926
MEMPHIS (and Design)	75/401,927

NO JDM: 436161.1
788379-001 01/15/99

01/25/1999 TTOM11

00000079 75401926


40.00 OP
50.00 OP

01 FC:481
02 FC:482

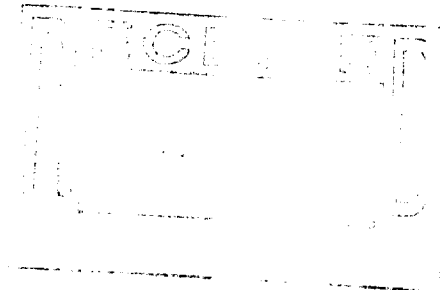
**TRADEMARK
REEL: 1843 FRAME: 0274**

- 5 Correspondence concerning this request should be sent to: Valerie W. Johnson, Esq., Baker, Donelson, Bearman & Caldwell, 20th Floor, First Tennessee Building, Memphis, Tennessee 38103
- 6 This request concerns three (3) trademark applications, and a total fee of \$90.00 is submitted herewith. The Commissioner is hereby authorized to charge any additional payment, or credit any refund that may be due to Deposit Account No. 08-1629.
- 7 The Assignee is domiciled in the United States.
- 8 The enclosed Assignment is dated December 30, 1998.
- 9 To the best knowledge and belief of the undersigned, the information contained on this cover sheet is true and correct and any copy submitted is a true copy of the original document.

Respectfully submitted,


Valerie W. Johnson
Attorney for Assignee

Date: 1-15-99



ASSIGNMENT OF TRADEMARK RIGHTS

WHEREAS, **BLUES CITY BASEBALL, INC.**, a Tennessee corporation having an address of 8 South Third Street, Suite 101, Memphis, Tennessee 38103 ("Blues City") has used or has intended to use the trademarks in Schedule A attached hereto in interstate commerce in the United States and has filed applications with the United States Patent and Trademark Office on December 8, 1997 based upon its bona fide intent-to-use such marks in commerce in the United States but has not yet filed allegations of use for all the marks under Section 1(c) or 1(d) of the Trademark Act;

WHEREAS, Blues City is assigning the rights to the marks in the United States as well as its entire world-wide rights, including the applications listed on Schedule A attached hereto, as part of the entire business or portion thereof to which the marks pertain as required by 15 USC § 1060 along with all copyrights, trademarks, service marks, trade names, trade dress or other indicia of source or origin related to the business; and

WHEREAS, **MEMPHIS REDBIRDS BASEBALL FOUNDATION**, having an address of 8 South Third Street, 4th Floor, Memphis, Tennessee ("Redbirds") the successor of the ongoing and existing business or portion thereof of Blues City to which the marks pertain is desirous of acquiring said trademarks, and the pending applications therefor;

NOW, THEREFORE, for and in consideration of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt, sufficiency and adequacy of which are hereby acknowledged, Blues City hereby assigns, transfers and conveys to Redbirds, free and clear of any lien, encumbrance or liability, its entire and world-wide right, title and interest in and to all of the following:

- a. all copyrights, trademarks, service marks, trade names, trade dress or other indicia of source or origin, including, but not limited to, those listed in Schedule "A" attached hereto together with the goodwill of the business symbolized thereby;
- b. all claims for damages by reason of past infringement thereof, with the right to sue for, and collect the same for Redbird's own use and benefit (collectively, the "Assigned Property").

Blues City hereby authorizes and requests all commissioners of patents and trademarks or any other administrator or agency as is applicable, to examine and issue any and all trademarks resulting from the Assigned Property to and in the name of Redbirds. Upon receiving a request from Redbirds, Blues City shall provide it with written requests to any of such commissioners, administrators or agencies to conduct such examination.

Blues City agrees to cooperate with Redbirds, to take all actions, to provide and execute any and all documents or instruments, to obtain any consents, and to modify Schedule "A," in each case at Redbird's reasonable request in order to assign, perfect, record, practice, maintain, enforce or otherwise carry out the proprietary and other rights granted to Redbirds under this Assignment.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Blues City Baseball, Inc. has executed this Assignment as of December 30, 1998.

BLUES CITY BASEBALL, INC.

By: CLJ
Name: CHRISTOPHER LEM JERNIGAN
Title: VICE PRESIDENT

STATE OF TENNESSEE
COUNTY OF SHELBY

Before me, DARCY A. JOSHLIN, a Notary Public in and for the State and County aforesaid, personally appeared CHRISTOPHER L. JERNIGAN with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself (or herself) to be the V.P. of **BLUES CITY BASEBALL, INC.**, the within named bargainer, a corporation, and that he as such V.P., being duly authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by h.m self as such V.P..

WITNESS my hand and seal at office, on this the 30 day of December, 1998.

Darcy A. Joshlin
Notary Public

My Commission Expires: My Commission Expires Sept 26 2001

**SCHEDULE A
TO ASSIGNMENT OF TRADEMARK RIGHTS**

MARK	SERIAL NO.	APPLICATION DATE	INTERNATIONAL CLASSES
MEMPHIS (and Design)	75/401926	12/8/97	16, 25, 28
MEMPHIS (and Design)	75/401927	12/8/97	21, 41
M (and Design)	75/401928	12/8/97	25