

01-19-2001



101588258

RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

1.4.01

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

Submission Type

New

Resubmission (Non-Recordation)
Document ID # _____

Correction of PTO Error
Reel # _____ Frame # _____

Corrective Document
Reel # _____ Frame # _____

Conveyance Type

Assignment License

Security Agreement Nunc Pro Tunc Assignment
Effective Date
Month Day Year

Merger

Change of Name

Other _____

Conveying Party

Mark if additional names of conveying parties attached

Execution Date
Month Day Year

Name Phoenix Home Life Mutual Insurance Company

09 29 2000

Formerly _____

2311467

Individual General Partnership Limited Partnership Corporation Association

Other _____

Citizenship/State of Incorporation/Organization New York

Receiving Party

Mark if additional names of receiving parties attached

Name State of Connecticut, The

DBA/AKA/TA _____

Composed of _____

Address (line 1) 450 Capitol Avenue

Address (line 2) _____

Address (line 3) Hartford

City

CT/USA

State/Country

06106

Zip Code

Individual General Partnership Limited Partnership Corporation Association

If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be a separate document from Assignment.)

Other State Governmental Office

Citizenship/State of Incorporation/Organization Connecticut

FOR OFFICE USE ONLY

01/18/2001 MTHA11 00000211 500546 2311467

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Public burden reporting for this collection of information is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C. 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0651-0027), Washington, D.C. 20503. See OMB Information Collection Budget Package 0651-0027, Patent and Trademark Assignment Practice. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS.

Mail documents to be recorded with required cover sheet(s) information to:
Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20231

TRADEMARK
REEL: 002216 FRAME: 0228

Domestic Representative Name and Address

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Correspondent Name and Address

Area Code and Telephone Number

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Pages Enter the total number of pages of the attached conveyance document including any attachments. #

Trademark Application Number(s) or Registration Number(s)

Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)			Registration Number(s)		
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Number of Properties Enter the total number of properties involved. #

Fee Amount Fee Amount for Properties Listed (37 CFR 3.41): \$

Method of Payment: Enclosed Deposit Account

Deposit Account (Enter for payment by deposit account or if additional fees can be charged to the account.)
Deposit Account Number: #

Authorization to charge additional fees: Yes No

Statement and Signature

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document. Charges to deposit account are authorized, as indicated herein.

Nancy Medina
Name of Person Signing

Nancy Medina
Signature

01/03/2001
Date Signed

RECORDATION FORM COVER SHEET
CONTINUATION
TRADEMARKS ONLY

FORM PTO-1618C
Expires 06/30/99
OMB 0651-0027

U.S. Department of Commerce
Patent and Trademark Office
TRADEMARK

Conveying Party

Enter Additional Conveying Party

Mark if additional names of conveying parties attached

Execution Date
Month Day Year

Name

Formerly

Individual General Partnership Limited Partnership Corporation Association

Other

Citizenship State of Incorporation/Organization

Receiving Party

Enter Additional Receiving Party

Mark if additional names of receiving parties attached

Name

DBA/AKA/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)

City

State/Country

Zip Code

Individual General Partnership Limited Partnership

Corporation Association

Other

Citizenship/State of Incorporation/Organization

If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached (Designation must be a separate document from the Assignment.)

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Mark if additional numbers attached

Trademark Application Number(s)

Registration Number(s)

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ASSIGNMENT AND LICENSE OF TRADEMARK RIGHTS AGREEMENT

THIS ASSIGNMENT AND LICENSE OF TRADEMARK RIGHTS AGREEMENT (this "Agreement") is made as of September 29, 2000, by and among PHOENIX HOME LIFE MUTUAL INSURANCE COMPANY, a New York corporation, with its chief executive offices at One American Row, Hartford, Connecticut ("Phoenix"), ADRIAEN'S LANDING MANAGEMENT COMPANY, LLC, a Connecticut limited liability company, with its chief executive offices at One American Row, Hartford, Connecticut (the "Management Company", and together with Phoenix, "Assignors"), and THE STATE OF CONNECTICUT, acting by and through the Secretary of the Office of Policy and Management ("Assignee").

RECITALS

A. On May 2, 2000, the Connecticut General Assembly enacted and the Governor signed Public Act 00-140, an Act Implementing the Master Development Plan for the Adriaen's Landing Project and the Stadium at Rentschler Field Project (the "Master Development Plan"), authorizing Assignee and The Capital City Economic Development Authority (the "Authority") to proceed with the acquisition of real property and the development of the project commonly known as "Adriaen's Landing", as more particularly described in the Master Development Plan (the "Project").

B. The Master Development Plan contemplates the development on the Adriaen's Landing site of a convention center, a convention center hotel, housing, a retail/entertainment district, an attraction and related parking facilities.

C. Pursuant to that certain Agreement to Sell and Purchase and to Donate and Accept by and among Phoenix, 238 Columbus Blvd., Inc. (together the "Phoenix Entities") and Assignee, dated as of even date herewith (the "Sale and Donation Agreement"), Assignee has acquired from the Phoenix Entities certain interests in land and improvements comprising a portion of the Adriaen's Landing Site. Capitalized words and terms not otherwise defined herein shall have the respective meanings assigned to such words and terms in the Sale and Donation Agreement.

D. Phoenix is the owner of the United States registration number 2,311,467 for the service mark "ADRIAEN'S LANDING" for use in connection with real estate development services in International Class 37 (the "Phoenix Mark").

E. The Management Company has filed an application for United States registration for the service mark "ADRIAEN'S LANDING" (Serial Number 75/608559) for use in connection with: (a) glassware, namely mugs (International Class 21); (b) clothing, namely shorts, sweatshirts, sweatpants, polo shirts, tee shirts, hats, caps and sunvisors (International Class 25); (c) retail store services featuring beverage glassware, clothing, books, posters, post cards and souvenirs (International Class 35); (d) entertainment, recreational and educational service uses, namely providing aquarium, museum and movie theater, facilities for soccer, hockey, baseball, football and basketball and making available to the public historic warship

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replicas (International Class 41); and (e) hotel, restaurant and bar services, and providing, general purpose convention facilities (International Class 42) (the "Management Company Mark", and together with the Phoenix Mark, the "Marks").

F. Assignee plans and desires, and anticipates that others will desire, to use the name "ADRIAEN'S LANDING" (the "Name") in connection with the development and use of the Adriaen's Landing Site contemplated by the Implementing Legislation and the Master Development Plan, as either may be amended from time to time. Pursuant to the Sale and Donation Agreement, Assignee and the Authority therefore have agreed to refer to the Project as the Name, and have agreed further to use reasonable diligence to cause all other parties with which Assignee and the Authority enter into contracts concerning the Project, including the various developers, to use the Name in marketing and when referring to the Project, so long as Adriaen Block's reputation or personal history does not at any time hereafter place him in an unattractive light that Assignee reasonably regards as creating a potentially negative association for Assignee.

G. In connection with the use of the Name, Assignee desires to obtain from Assignors the right to use their respective Marks, subject only to Assignors' reservation of certain rights in the Marks as herein described, and the parties hereto further desire that any revenue generated from the use of the Marks and the Name be allocated to the Attraction if the Attraction (as contemplated by the Master Development Plan) is constructed anywhere within the geographical jurisdiction of the Authority.

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

1. Assignment of Rights in connection with the Phoenix Mark and the Name.

(a) Assignment. Subject to the rights retained by Phoenix herein, Phoenix does hereby assign to Assignee all of its legal and equitable right, title and interest in and to the Phoenix Mark and the Name, all registrations and applications in the United States Patent and Trademark Office (the "PTO") for registrations of the Phoenix Mark therefor, including the applications identified in the recitals above, together with the goodwill symbolized by the Phoenix Mark, and together with all of Phoenix's right to sue and recover for past and future infringements of the Phoenix Mark, free and clear of all liens, claims, charges, security interests and other interests or encumbrances, as fully and entirely as the same would have been held by Phoenix had this assignment not been made. Phoenix shall record the assignment of the Certificate of Registration (the "Phoenix Certificate") with the Commissioner of Patents and Trademarks for the PTO (the "Commissioner").

(b) Rights Retained by Phoenix. Phoenix hereby retains and reserves to itself and its successors and affiliated entities: (i) the fully-paid up and perpetual right and license to use the Phoenix Mark and the Name in association with its own business activities, including promotional, marketing, advertising and other incidental purposes, provided that Phoenix shall not directly generate revenue from such reserved rights; and (ii) the unencumbered right to

sublicense the Phoenix Mark and the Name to third parties in connection with the operation and management of facilities on the Attraction Parcel Land and the Attraction Parcel Development Rights if Phoenix exercises its right to reacquire the Attraction Parcel Land and the Attraction Parcel Development Rights pursuant to Section 13.06 of the Sale and Donation Agreement.

2. Assignment of Rights in connection with the Management Company Mark and the Name.

(a) Registration of the Management Company Mark. The Management Company shall use commercially reasonable, good faith efforts to prosecute the registration of the Management Company Mark; provided, however, Assignee, at the Management Company's expense, shall cooperate with the Management Company in prosecuting the registration of the Management Company Mark for which such cooperation is reasonably required, including, without limitation, executing any documents reasonably requested by the Management Company for such purposes. The Management Company may appoint such third parties as it deems necessary in order to manage, and otherwise prosecute, the registration of the Management Company Mark. The Management Company hereby grants to Assignee a temporary, royalty-free, fully paid-up, license to use the Name and any rights related to the Management Company Mark in the United States. Such license shall terminate upon the effective date of the assignment of the Management Company Mark and the Name to Assignee as set forth in Section 2(b). Assignee may sublicense such temporary license to (i) the Authority and (ii) upon the written consent of Assignors, which consent may be withheld in Assignors' sole and absolute discretion, other third parties. The terms and conditions of this Agreement with respect to the requirement that the Management Company assign the Management Company Mark to Assignee shall apply only to the extent that the registration of the Management Company Mark is granted by the Commissioner. Notwithstanding anything contained herein to the contrary, no party hereto shall have any liability in the event the registration of the Management Company Mark is not granted by the Commissioner.

(b) Assignment. Subject to the rights retained by the Management Company herein, the Management Company does hereby agree to assign to Assignee, upon the granting or denial of the registration of the Management Company Mark by the Commissioner, all of its legal and equitable right, title and interest in and to the Management Company Mark and the Name, all registrations and applications in the PTO for registrations of the Management Company Mark therefor, including the applications identified in the recitals above, together with the goodwill symbolized by the Management Company Mark and the Name, and together with all of the Management Company's right to sue and recover for past and future infringements, if any, of the Management Company Mark and the Name, free and clear of all liens, claims, charges, security interests and other interests or encumbrances, as fully and entirely as the same would have been held by the Management Company had this assignment not been made. The Management Company shall execute and file all documents reasonably necessary to effect such assignment and shall use commercially reasonable efforts to cause the Commissioner to issue the Certificate of Registration of the Management Company Mark to Assignee.

(c) Rights Retained by the Management Company. The Management Company hereby retains and reserves to itself and its successors and affiliated entities: (i) the fully-paid up and perpetual right and license to use the Management Company Mark and the Name in association with its own business activities, including the promotional, marketing, advertising and other incidental purposes, provided that the Management Company shall not directly generate revenue from such reserved rights; (ii) the right to sublicense the Management Company Mark and the Name to third parties in connection with the operation and management of facilities on the Attraction Parcel Land and the Attraction Parcel Development Rights if Phoenix exercises its right to reacquire the Attraction Parcel Land and the Attraction Parcel Development Rights pursuant to Section 13.06 of the Sale and Donation Agreement; and (iii) the right to transfer its reserved rights hereunder (including its reserved rights in the Management Company Mark and the Name) to Phoenix, its successors, assigns, subsidiaries, affiliates or designees, subject to the restrictions on such reserved rights set forth in this Section 1(b).

3. Allocation of Revenue from Exploitation of Marks and Name. Assignee hereby covenants and agrees that any net revenue received by Assignee or the Authority in connection with the use and/or licensing of the Marks or the Name (after all bona fide expenses in connection with such use and licensing) shall be allocated and accrue to the benefit of the Attraction's general operating account, or if such account vehicle is not then available, a reasonably equivalent account vehicle, on the Attraction Parcel Land Closing Date and on an annual basis thereafter, but only if the Attraction (as contemplated by the Master Development Plan) is constructed anywhere within the geographical jurisdiction of the Authority. If the Attraction is not so constructed, Assignee shall have the sole right to such revenue.

4. No Warranty; Limitation on Liability. ASSIGNORS MAKE NO REPRESENTATION OR WARRANTY WITH RESPECT TO THE MARKS, INCLUDING BUT NOT LIMITED TO, THE VALIDITY THEREOF, EXCEPT THAT ASSIGNORS REPRESENT AND WARRANT THAT ASSIGNORS HAVE NOT GRANTED, AND AGREE THAT THEY WILL NOT GRANT, ANY RIGHTS WITH RESPECT TO THE MARKS INCONSISTENT WITH THE TERMS OF THIS AGREEMENT. NO FEE HAS BEEN PAID TO ASSIGNORS FOR THE ASSIGNMENT OF THE RIGHTS GRANTED HEREIN AND ASSIGNORS SHALL HAVE NO LIABILITY FOR ANY DAMAGES HEREUNDER OTHER THAN IF AN OVERT ACT BY ASSIGNORS DIRECTLY RESULTS IN (i) THE REPRESENTATION OF ASSIGNORS CONTAINED IN THIS SECTION 4 TO BE MATERIALLY FALSE, INCORRECT OR INCOMPLETE WHEN MADE OR (ii) THE MATERIAL BREACH BY ASSIGNORS OF THE AGREEMENT CONTAINED IN THIS SECTION 4. IN THE EVENT A LEGALLY BINDING JUDGEMENT ISSUED BY A COURT OR OTHER GOVERNMENTAL ENTITY RENDERS THE USE OF THE MARKS BY ASSIGNORS AS SET FORTH HEREIN ILLEGAL, THEN ASSIGNEE AND THE AUTHORITY SHALL NOT BE OBLIGATED TO PERFORM THE OBLIGATIONS SET FORTH IN SECTION 13.04(a) OF THE SALE AND DONATION AGREEMENT, AS REFERRED TO IN RECITAL F OF THIS AGREEMENT. IN NO EVENT SHALL ANY PARTY HERETO BE LIABLE FOR ANY INCIDENTAL, INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO LOSS OF USE, REVENUE OR PROFIT, IN CONNECTION WITH OR ARISING OUT OF THIS

and legal representatives and any person who shall have acquired any of the interests or rights of any party hereto in accordance with this Agreement.

(f) Headings. The headings used in this Agreement are inserted for the convenience of reference only and shall not be used to construe or interpret any provision hereof or constitute a part hereof.

(g) Counterparts. This Agreement may be executed in counterparts (including counterparts executed and delivered to the other party by facsimile); each of which shall be deemed an original and which together shall constitute one and the same instrument.

(h) Notices. Any notice or other communication required or permitted hereunder shall be sufficiently given if sent in accordance with the terms of §14.01 of the Sale and Donation Agreement.

(i) Waiver. No failure on the part of either party to exercise, and no delay in exercising, any right, power or remedy under this Agreement shall operate as a waiver thereof; nor shall any single or partial exercise of any right under this Agreement preclude any other or further exercise thereof or the exercise of any other right. A waiver by either party of any of its rights, powers or remedies under this Agreement shall be effective only if in a writing executed by such party and delivered to the other party.


(j) Authority. Each party hereto represents as of the date of this Agreement that it has the full power and authority to enter into and perform its obligations under this Agreement.

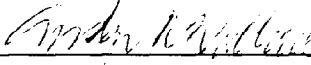
(k) Sovereign Immunity. The parties acknowledge that Assignee reserves all immunities and defenses arising out of its sovereign status, including under the Constitution of the State of Connecticut and the Eleventh Amendment of the United States Constitution, and that no waiver of any such immunities or defenses shall be implied or otherwise deemed to exist by reason of its entering into this Agreement, by any express or implied provisions hereof, or by any actions or omissions to act by Assignee, the Governor of the State of Connecticut, OPM or the Secretary, whether taken pursuant to this Agreement or otherwise.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the day and year first hereinabove set forth.


WITNESSED BY:

**PHOENIX HOME LIFE MUTUAL
INSURANCE COMPANY**



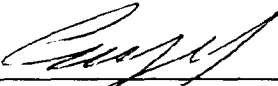
CARL J. SCHIESSL


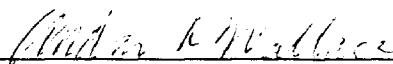
ANDREW N. WALLACE

By: 


Gerald W. Hayes
Vice President

**ADRIAEN'S LANDING
MANAGEMENT COMPANY, LLC**



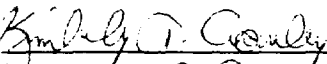
CARL J. SCHIESSL



ANDREW N. WALLACE

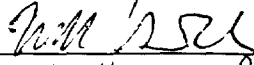
By: 

Gerald W. Hayes
President

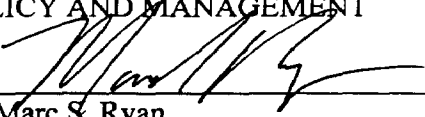
**STATE OF CONNECTICUT,
ACTING BY AND THROUGH THE
SECRETARY OF THE OFFICE OF
POLICY AND MANAGEMENT**



Kimberly D. Crowley


Anthony A. Crowley


William G. Rock

By: 

Marc S. Ryan
Secretary of the Office of Policy and Management

STATE OF CONNECTICUT)
) ss.: Hartford
COUNTY OF HARTFORD)

The foregoing instrument was acknowledged before me this 22nd day of November, 2000, by Gerald W. Hayes, Vice President of PHOENIX HOME LIFE MUTUAL INSURANCE COMPANY, on behalf of said Corporation.

Josephine A. Malachuk
Josephine A. Malachuk
Commissioner of Superior Court
Notary Public
My Commission Expires: Sept. 30, 2005
Affix Seal


STATE OF CONNECTICUT)
 : ss.: Hartford
COUNTY OF HARTFORD)

The foregoing instrument was acknowledged before me this 22nd day of November, 2000, by Gerald W. Hayes, President of Adriaen's Landing Management Company, LLC, a Connecticut limited liability company, on behalf of the limited liability company.

Josephine A. Malachuk
Josephine A. Malachuk
Commissioner of Superior Court
Notary Public
My Commission Expires: Sept. 30, 2005
Affix Seal

STATE OF CONNECTICUT)
) ss.: Hartford
COUNTY OF HARTFORD)

The foregoing instrument was acknowledged before me this 22 day of February, 2000, by Marc S. Ryan, Secretary of the Office of Policy and Management of the STATE OF CONNECTICUT, acting by and through as aforesaid, on behalf of the State of Connecticut.



Commissioner of Superior Court
Notary Public
My Commission Expires:
Affix Seal