

04-09-2001



REL 101658250 .EET

12-18-00

TRADEMARKS ONLY

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
  - Merger  Change of Name
  - Other
- Effective Date  
Month Day Year

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

Mark if additional names of receiving parties attached

Name

DBA/AKA/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)

- 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 Assignment.)

FOR OFFICE USE ONLY

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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: 002266 FRAME: 0006

RC  
75/77/78  
MRD 12-18-00

**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

(312) 629-7370

Name  Malcolm McCaleb, Jr.

Address (line 1)  Barack Ferrazzano Kirschbaum Perlman & Nagelberg

Address (line 2)  333 West Wacker Drive, Suite 2700

Address (line 3)  Chicago, Illinois 60606

Address (line 4)

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

#  1

**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)

<input type="text"/> 75/771178	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

**Number of Properties**

Enter the total number of properties involved.

#  1

**Fee Amount**

Fee Amount for Properties Listed (37 CFR 3.41):

\$  40.00

Method of Payment:

Enclosed  Deposit Account

Deposit Account

(Enter for payment of deposit account or if additional fees can be charged to the account.)

Deposit Account Number:

#  50-1004

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.

Malcolm McCaleb, Jr.  
Name of Person Signing

Signature

12/08/00  
Date Signed

**ASSIGNMENT OF SERVICE MARK**

WHEREAS, Birmingham Professional Hockey Club, LLC, an Alabama partnership with its principal place of business at Birmingham Jefferson Civic Center, 19<sup>th</sup> Street, North, Birmingham, Alabama 35203 ("Assignor"), is the sole and exclusive owner of the following "Service Mark":

BIRMINGHAM STEEL DOGS & Design, Application Serial No. 75/771,178, application date August 9, 1999

WHEREAS, AF2 Enterprises LLC, a Delaware limited liability company with its principal place of business at 75 East Wacker Drive, 10<sup>th</sup> floor, Chicago, Illinois 60601 (Assignee"), desires to acquire the entire right, title and interest in, to and under the said Service Mark and the above-identified application for registration thereof;

NOW, THEREFORE, for and in consideration of the sum of One dollar (\$1.00), and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, said Assignor does hereby sell, transfer, convey and assign to said Assignee the entire right, title and interest in, to and under said Service Mark and the application for registration thereof, together with the goodwill of the business symbolized by said Service Mark, together with all rights and privileges granted and secured thereby, including the right to sue and recover for any past infringement, said rights to be held and enjoyed by said Assignee, for its own use and benefit and for the use and benefit of its successors, assigns or other legal representatives as fully and entirely as the same would have been held and enjoyed by said Assignor if this assignment and sale had not be made. Assignor further agrees to execute any and all documents and do any such further acts that shall be required in order for Assignee to secure such rights.

AND, the Assignor hereby represents, warrants and covenants that it has full right to convey the entire interest herein assigned;

AND, the Assignor hereby represents, warrants and covenants that no liens, claims, or encumbrances of any nature whatsoever exists or are made (or will be made) against the Service Mark.

IN TESTIMONY WHEREOF, Assignor has executed this Assignment by its proper officers thereunto duly authorized, this 30 day of November, 2000.

BIRMINGHAM PROFESSIONAL HOCKEY CLUB, LLC

Subscribed and sworn before me on this 30<sup>th</sup> day of November, 2000

Mary A. Vann  
Signature

By: [Signature]  
Charles Felix  
Managing Partner

My commission expires on 8-29-01

ASSIGNMENT OF SERVICE MARK