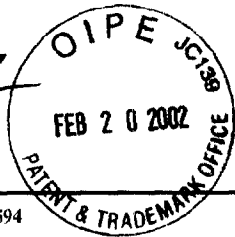
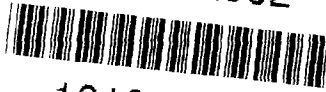


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U.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

<p>1. Name of conveying party(ies): <u>COLUMBUS REDSTIXX PROFESSIONAL BASEBALL CLUB, INC.</u></p> <p><input type="checkbox"/> Individual(s) <input type="checkbox"/> Association <input type="checkbox"/> General Partnership <input type="checkbox"/> Limited Partnership <input checked="" type="checkbox"/> Corporation-State <u>GEORGIA</u> <input type="checkbox"/> Other _____</p> <p>Additional name(s) of conveying party(ies) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>		<p>2. Name and address of receiving party(ies) Name: <u>CASCIA, LLC</u> Internal Address: _____ Address: _____ Street Address: <u>100 4th STREET</u> City: <u>COLUMBUS</u> State: <u>GA</u> Zip: <u>31901</u></p> <p><input type="checkbox"/> Individual(s) citizenship _____ <input type="checkbox"/> Association _____ <input type="checkbox"/> General Partnership _____ <input type="checkbox"/> Limited Partnership _____ <input type="checkbox"/> Corporation-State _____ <input checked="" type="checkbox"/> Other <u>LIMITED LIABILITY Co - OHIO</u></p> <p>If assignee is not domiciled in the United States, a domestic representative designation is attached: <input type="checkbox"/> Yes <input type="checkbox"/> No (Designations must be a separate document from assignment) Additional name(s) & address(es) attached? <input type="checkbox"/> Yes <input type="checkbox"/> No</p>	
<p>3. Nature of conveyance: <input checked="" type="checkbox"/> Assignment <input type="checkbox"/> Merger <input type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name <input type="checkbox"/> Other _____</p> <p>Execution Date: <u>JULY 14, 2000</u></p>		<p>4. Application number(s) or registration number(s): A. Trademark Application No.(s) _____ _____</p> <p>B. Trademark Registration No.(s) <u>1,994,528;</u> <u>2,220,508</u></p> <p>Additional number(s) attached <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>	
<p>5. Name and address of party to whom correspondence concerning document should be mailed: Name: <u>D. SCOTT POLEY, ESQ</u> Internal Address: _____ _____</p> <p>Street Address: <u>201 BAYSHORE DRIVE SE</u> _____</p> <p>City: <u>ST. PETERSBURG</u> State: <u>FL</u> Zip: <u>33701</u></p>		<p>6. Total number of applications and registrations involved: 2</p> <p>7. Total fee (37 CFR 3.41).....\$ <u>65.00</u></p> <p><input checked="" type="checkbox"/> Enclosed <input type="checkbox"/> Authorized to be charged to deposit account</p> <p>8. Deposit account number: _____</p>	
DO NOT USE THIS SPACE			
<p>9. Signature.</p> <p><u>D. Scott Poley</u> <u>D. Scott Poley</u> <u>2/13/02</u> Name of Person Signing Signature Date</p> <p style="text-align: right;">Total number of pages including cover sheet, attachments, and document: 9</p>			

Mail documents to be recorded with required cover sheet information to: Commissioner of Patent & Trademarks, Box Assignments Washington, D.C. 20231

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02 FC:482 25.00 OP

AGREEMENT OF PURCHASE AND SALE

Between

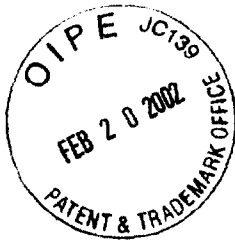
CASCIA, LLC

and

COLUMBUS REDSTIXX PROFESSIONAL BASEBALL CLUB, INC.

(Seller)

DATED AS OF JULY 14, 2000



AGREEMENT OF PURCHASE AND SALE

THIS AGREEMENT OF PURCHASE AND SALE ("Agreement") is entered into as of July 14, 2000, by and between CASCIA, LLC (the "Buyer") and Columbus Redstixx Professional Baseball Club, Inc. (the "Seller").

RECITALS

The Seller is in the business of operating a Class A minor league baseball club known as the Columbus Redstixx (the "Business" or the "Baseball Club"). The Buyer desires to purchase, and the Seller desires to sell, at the Closing on the Closing Date (as each term is defined in this Agreement) substantially all of the assets and properties of the Seller and its Business as a going concern, exclusive of any liabilities except as specifically set forth in this Agreement.

Although the Closing may occur, if at all, on a date after September 30, 2000, it shall be deemed to have occurred on such date, to the end that all revenues, and all obligations, liabilities and indebtedness, of the Baseball Club for the "2001 Season" (as defined below) and thereafter shall be for the benefit of and become the responsibility of the Buyer, and all revenues, obligations, liabilities and indebtedness of the Baseball Club that relate to periods prior to the 2001 Season shall be for the benefit of and be the responsibility of the Seller. Accordingly, the Seller's responsibility for such obligations, liabilities and indebtedness shall be satisfied (or otherwise provided for to the Buyer's reasonable satisfaction) by the Seller out of revenues for periods prior to the 2001 Season (or by the Seller from its own funds, as the case may be), it being the intention of the parties that the Buyer's ownership of the Baseball Club for operational purposes shall have occurred as of the close of business on September 30, 2000 and, therefore, at that date the Baseball Club shall have no liabilities, obligations or indebtedness other than as reasonably incurred in the usual and customary course of business for the 2001 Season and thereafter, or other than as disclosed in the Disclosure Schedules. For purposes hereof, the "2001 Season" means the 12-month period commencing October 1, 2000 and ending September 30, 2001.

The Schedules referred to in this Agreement, while constituting a part of this Agreement, are (or will be) contained in a separate document entitled "Disclosure Schedules", which document has been (or will be) executed by the Seller and delivered to the Buyer by August 1, 2000, as provided in Section 13.8 of this Agreement. The Disclosure Schedules have been prepared by the Seller for delivery to the Buyer in order to enable the Seller to more fully make the representations and warranties given by the Seller in the Agreement, and to more fully identify or describe the respective obligations and undertakings of the parties to the Agreement.

AGREEMENT

In consideration of the recitals and of the mutual promises made below, the parties agree as follows:

1. Purchase and Sale; Consideration.

1.1 Purchase and Sale. On the terms and subject to all of the conditions of this Agreement, at the Closing on the Closing Date (as each is hereinafter defined), the Seller shall sell, assign, transfer and deliver to the Buyer or as the Buyer may direct, and the Buyer shall purchase and accept, for the consideration set forth in Section 1.2, all of the Seller's right, title, and interest in and to all of the assets, properties, Business and rights of the Seller of every type and description, real, personal and mixed, tangible and intangible, which are used in or relate to the Business of the Baseball Club (collectively, the "Assets"), including, but not limited to, the following:

(a) All of the right, title and interest of the Seller, (i) as lessee, in, to and under the Lease dated February 2, 1994 with Columbus, Georgia, a consolidated city-county government, as lessor (the "Lease," which is included with the Disclosure Schedules), for that certain baseball park known as Golden Park (the "Ballpark"), (ii) as holder of franchise rights from the South Atlantic League of Professional Baseball Clubs, Inc. (the "Sally League") for a Sally League professional baseball franchise in Columbus, Georgia (the "Franchise"), and (iii) as the minor league club, in, to and under the Player Development Contract for the period October 1, 2000 through September 30, 2002 with the Cleveland Indians of the American League (the "PDC", which is included with the Disclosure Schedules);

(b) All office and clubhouse furniture and equipment, souvenirs, premium items, radio equipment, field equipment, Ballpark equipment and improvements, message center/scoreboard, marquee, leasehold improvements, and other tangible personal property of the Seller, a description of which is set forth on Schedule 1.1(b) hereof;

(c) All inventories of operating supplies, programs, promotional materials, paper goods, utensils and the like;

(d) All right, title and interest of the Seller in, to and under the name(s) set forth in Schedule 1.1(d) to this Agreement, including the right to the use thereof in connection with the operation of the Baseball Club, together with all right, title and interest of the Seller in, to and under any and all trade names, trademarks, trademark licenses, trademark registrations and applications for trademark registrations, service marks, service mark licenses, service mark registrations and applications for service mark registrations used in connection with the operation of the Baseball Club, to the extent assignable (collectively, the "Trade Names");

(e) All right, title and interest of the Seller in, to and under such outstanding purchase orders and commitments entered into in the ordinary course of business as they relate to the operation of the Baseball Club for the 2001 Season and thereafter (including orders or commitments to purchase operating supplies, promotional items and advertising for the Baseball Club);

(f) All right, title and interest of the Seller in, to and under such service, maintenance and other contracts and agreements, and such leases, agreements or commitments relating to the operation of the Baseball Club, as well as broadcasting, advertising, billboard and food and beverage (including alcoholic beverage) concession contracts and agreements, and "trade-out" agreements, oral or written, to the extent assignable, copies (or descriptions) of all of which are included on Schedule 1.1(f) hereof (the "Assigned Contracts") provided that, for the purpose of food and beverage (including alcoholic beverage) concessions, the term "seller" shall include any affiliated or related entity acting as a separate concession contractor;

(g) All right, title and interest of the Seller in and to all permits and licenses owned and held by it in connection with the operation of the Baseball Club, to the extent such permits and licenses are assignable;

(h) All right, title and interest of the Seller in its accounts receivable and other similar rights to receive payment from others (whether or not then billed or billable) that relate to exhibiting of professional baseball games and other promotional events and exhibitions at the Ballpark (and advertising therefor) for the 2001 Season and thereafter (which accounts receivable and similar rights, if any, are listed in Schedule 1.1(h) hereto);

(i) All right, title and interest of the Seller in and to all cash revenues and customer deposits (whenever received by the Seller) that relate to the exhibiting of professional baseball games and other promotional events and exhibitions at the Ballpark (and advertising therefor) for the 2001 Season (and thereafter);

(j) All right, title, and interest of the Seller in the interest domain name REDSTIXX, the website, and any links, metatags, graphics, or other contents thereof relating to the Baseball Club;

provided, however, that the Assets shall not include: (i) any cash of the Seller (except those cash items referred to in 1.1(i) above), (ii) any cash deposits made by the Seller and held by third parties (as security or otherwise) with respect to the Baseball Club, (iii) accounts receivable and other similar rights to receive payments from others (whether or not then billed or billable) that specifically relate to the operations of the Baseball Club for periods prior to the 2001 Season, (iv) minute books, stock records, corporate seals and other records and books of account of the Seller, and (v) those items, if any, listed on the "Excluded Assets" Schedule hereof (collectively the "Excluded Assets"), which schedule shall include but not be limited to items (i) through (v) of this proviso.

1.2 Consideration.

(a) As part of the consideration to the Seller for the sale provided in Section 1.1, the Buyer shall, at the Closing, assume and agree (by a separate assumption instrument or instruments) to discharge when due (or reimburse the Seller for, as the case may be), the liabilities and obligations of the Seller set forth on Schedule 1.2(a) hereto, and only such liabilities and obligations and no others, with the parties expressly

acknowledging that the Buyer shall not assume any liability or obligation of the Seller (which the Seller shall retain) that relates to the Excluded Assets, that is required by this Agreement to be satisfied by the Seller prior to the Closing, or that relates to any of the Seller's federal, state or local income or similar taxes.

(b) In addition to the assumption of liabilities and obligations set forth in Section 1.2(a) and in further consideration of the sale provided in 1.1, the Buyer shall, at the Closing, pay to the Seller, or as it may direct, the cash sum of \$3,100,000.

1.3 Payment. The sum set forth in Section 1.2(b) above shall be paid at the time of the Closing by the Buyer to the Seller (or as the Seller directs) either (i) by wire transfer of same-day funds to such bank and account therein as the Seller directs, or (ii) by bank cashiers check, as the Seller shall specify.

1.4 Application and Approval Fees. The Buyer shall pay (or reimburse the Seller for, as the case may be) all application and any approval fees/background investigation costs charged or levied by the Baseball Office of the Commissioner ("Major League Baseball"), the National Association of Professional Baseball Leagues, Inc. ("Minor League Baseball") and the Sally League for the transfer of the Franchise to the Buyer, provided that Buyer's obligation for the Sally League fees shall not exceed \$25,000, and Seller shall pay fees in excess thereof.

1.5 Earnest Money Deposit.

(a) Within 20 days after the date of this Agreement, the Buyer will deposit with an escrow agent selected by the Seller (with the Buyer's approval, which will not be unreasonably withheld, delayed or conditioned) the sum of \$300,000 (the "Escrow Money") to be applied to the sum described in Section 1.2(b) above, and otherwise to be held and disbursed, as set forth below and contained in an escrow agreement satisfactory to the escrow agent, the Buyer and the Seller.

(b) The Escrow Money shall be paid to the Seller if the Buyer should breach in any material respect any of its obligations under this Agreement and the Seller elects to terminate this Agreement as a consequence of such breach, and thereafter the parties shall have no other obligations, liabilities or responsibilities to the other, but failure to obtain approvals of the Sally League, Minor League Baseball or Major League Baseball to the transactions contemplated by this Agreement, or the failure to obtain any required consents to the assignment of the Lease, shall not constitute a material breach of the Buyer's obligations under this Agreement.

Nevertheless, if by the close of business on October 11, 2000, such approvals and consents are not obtained for any reason, either the Buyer or the Seller may terminate this Agreement (by written notice to the other, and to the Escrow Agent, by October 18, 2000), in which event the Seller shall then be entitled to all earnings from the Escrow Money from the date of deposit and the Buyer shall then be entitled to a full refund of the Escrow Money, exclusive of such earnings, provided that either the Buyer or the Seller may elect to extend the October 11, 2000 deadline to expire on November 15, 2000 at the close of business (by written notice to the other, and to the

Escrow Agent, by October 18, 2000, which notice shall prevail over any termination notice given as provided in this paragraph).

2. Closing.

2.1 Time and Place. The consummation of the transactions contemplated by this Agreement (the "Closing") shall take place five business days after all of the conditions to Closing set forth in Sections 10 and 11 have been satisfied, or waived by the appropriate party (the "Closing Date"), at 10:00 a.m. local time, in Columbus, Georgia (or at such other time or other place as the parties may agree upon) but in no event sooner than October 2, 2000 or later than October 18, 2000, unless extended in writing by the parties so as to accommodate the extension set forth in the last paragraph of Section 1.5 above.

2.2 Further Instruments and Assistance. Without further consideration, the Seller at any time, and from time to time, shall execute and deliver such further instruments of transfer and assignment and take such other action as the Buyer may reasonably request to transfer and assign more effectively to the Buyer any of the Assets and Business of the Seller in accordance with the terms and provisions of this Agreement, and take such other actions as the Buyer reasonably may request to enable the Buyer to succeed to and operate the Business of the Seller from and after the Closing Date, provided such actions do not require the expenditure of money by the Seller to effectuate.

3. Apportionment. The following shall be apportioned between the Seller and the Buyer as of September 30, 2000:

3.1 Insurance and Property Taxes. Real and personal property taxes payable for any real estate and personal property being conveyed hereunder, including, without limitation, for the furniture, fixtures, equipment, furnishings, machinery, operating supplies and all other personal property and inventories being conveyed, and premiums for insurance policies that provide coverages to the Baseball Club for the 2001 season and thereafter.

3.2 Rent, Dues and Other Charges. Any rents, dues or other charges under the Assigned Contracts, the Lease, the Franchise or the PDC, whether paid or accrued but not yet due and payable.

4. Liabilities of Seller. Subject to the terms and conditions contained in this Agreement, the Buyer is not assuming or agreeing to perform, and shall not assume or agree to perform, any of the obligations or liabilities of the Seller, except as specifically provided herein.

5. Taking of Inventories. The Buyer shall have the right to conduct a taking of inventory of the supplies, souvenirs, food and beverages, etc. of the Seller at any time on or before the Closing, at the Buyer's expense.

6. Allocation. Subject to the determination of the Sellers' inventory, and to the 2001 Season's accounts receivable as described in 1.1(h), the consideration for the Assets shall be allocated as set forth in Schedule 6-1. The parties acknowledge and agree (i) that the consideration allocated to the Assets represents the fair market value of those Assets determined

in arms-length negotiations, and (ii) that attached hereto as Schedule 6-2 is an IRS Form 8594 completed in accordance with such allocation and which the parties agree to file timely.

7. Representations and Warranties of Seller. The Seller hereby makes the following representations and warranties to the Buyer. If, prior to Closing, it is discovered that any representation or warranty is inaccurate or incomplete, the Seller shall have the opportunity to cure or correct such representation or warranty.

Whenever references are made in this Agreement or in the Disclosure Schedules to "Seller's knowledge" or "knowledge of the Seller", such references mean what Martha T. Morrow knew or should have known, as acquired in her capacity as President of the Seller. She has not conducted any separate investigation or inquiry in connection with this Agreement.

7.1 Due Incorporation. The Seller is a corporation duly organized, validly existing and in good standing under the laws of the state of Georgia, and it has full corporate power to enter into this Agreement and any ancillary agreements contemplated hereby, and to consummate the transactions contemplated hereby and to perform its obligations hereunder and thereunder.

7.2 Due Authorization. The execution and delivery of this Agreement and all other agreements executed in connection herewith by the Seller, and the performance by the Seller of its obligations hereunder and thereunder, have been duly and validly authorized by all necessary corporate action on the part of the Seller, including all action required to be taken by the shareholders and board of directors of the Seller. This Agreement and all agreements to be executed in connection herewith have been duly executed and validly delivered by the Seller, and constitute the valid and binding obligations of the Seller, enforceable in accordance with their terms, and consummation of the transactions contemplated by them will not result in a breach of (or constitute a default under) any contract, agreement, instrument or obligations by which either the Seller or any of its Assets may be bound or affected (but the parties hereto acknowledge that consents of other parties are required with respect to certain of the Assets including, without limitation, the Franchise, for their effective transfer to the Buyer).

7.3 Trade Names.

(a) The Seller has established rights to use the Trade Names at the Ballpark and elsewhere material to the operations of the Baseball Club.

(b) The Seller has taken no actions (except as may be described in Schedule 7.3(b) hereof) to obtain the protection of federal or state registration for the Trade Names described in I.1(d), but there is no pending challenge by any third party to any use by the Seller of the Trade Names in any area where the Trade Names are currently being used by the Seller. The Seller has never received any charge, claim or notice that the Trade Names infringe upon or conflict with the intellectual property rights of third parties, nor to the knowledge of the Seller, has any third party interfered with, or infringed upon, the Trade Names.

otherwise affect the power to transfer an equity interest in buyer, and further provided that said document shall not alter Morrow's rights under this paragraph 13.16.

(c) As a condition to Morrow's interest, at all times prior to closing and thereafter, Morrow and persons within her control shall maintain confidentiality as to the proportional ownership and business plans and practices of buyer, support the business efforts and decisions of buyer, and refrain from disparaging buyer or any owners, employees, officers, or agents of buyer.

(d) Further, Morrow and her family will have complete access to the public facilities of the Baseball Club and admission to all events at the Ballpark (without charge) for so long as Morrow retains her Interest.

13.17 Statements to the Media, the Public, and Third Parties. As a separate schedule 13.17, to be provided as a schedule under section 13.8 above, the parties shall agree upon a joint statement to be addressed to the media, the public, and third parties relating to the transfer of the assets of the baseball club. Schedule 13.17 shall also provide for the timing of said statement and the joint efforts of the parties to provide for a smooth introduction and transition to the new ownership of buyer.

IN WITNESS WHEREOF, the parties have signed this Agreement as of June 14, 2000.

BUYER:

CASCIA, LLC

By: Rita M. Carfagna
Rita M. Carfagna, President

SELLER:

**COLUMBUS REDSTIXX PROFESSIONAL
BASEBALL CLUB, INC.**

By: Martha T. Morrow
Martha T. Morrow, President

NOTE: Schedules and Exhibits to this Agreement are to be provided by August 1, 2000 in accordance with Section 13.8 of this Agreement.