

REC

2002 MAR 27 AM 10 21



3-2702

To the Honorable Commissioner of Patents and Trademarks.

102057751

copy thereof.

FINANCE SECTION

1. Name of conveying party(ies):

Florida Marlins Baseball Club, L.L.C

Individual(s) Association
 General Partnership Limited Partnership -
Corporation-State

Other Delaware Limited Liability Company
Additional name(s) of conveying party(ies) attached? Yes No

2. Name and Address of receiving party(ies)

Name: **Florida Marlins, L.P.**

Address:

**Pro Player Stadium
2267 Dan Marino Blvd.
Miami, Florida 33056**

3. Nature of conveyance:

Assignment Merger
 Security Agreement Change of Name
 Other _____

Execution Date: **February 15, 2002**

Individual(s) citizenship _____

Association _____

General Partnership _____

Limited Partnership: Delaware Limited Partnership

Corporation- _____

Other _____

If assignee is not domiciled in the United States, a domestic
representative designation is attached: Yes No
(Designations must be a separate document from assignment)
Additional name(s) & address(es) attached? Yes No

4. Application number(s) or registration number(s):

A. Trademark Application No.(s)

please see attached schedule

B. Trademark Registration No.(s)

please see attached schedule

Additional numbers attached? Yes No

74694459

5. Name and address of party to whom correspondence concerning document should be mailed:

Mary L. Kevlin, Esq.
Cowan, Liebowitz & Latman, P.C.
1133 Avenue the Americas
New York, NY 10036-6799

6. Total number of applications and registrations involved:

16

7. Total fee (37 CFR 3.41)..... \$ 390

Enclosed

Any deficiency is authorized to be charged to
Deposit Account No. 03-3415.

8. Deposit Account No. 03-3415

(Attach duplicate copy of this page if paying by deposit account)

04/16/2002 09:00:00 00000077 033415 74694459
01 FD:481 40.00 OP
02 FD:486 25.00 CH 350.00 OP

DO NOT USE THIS SPACE

9. 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.

Mary L. Kevlin
Name of Person Signing

Mary L. Kevlin
Signature

March 27, 2002
Date

Total number of pages including cover sheet, attachments, and document: 7

Mail to: U.S. Patent & Trademark Office, Office of Public Records, Crystal Gateway 4, Rm.335, Washington, D.C. 20231

SCHEDULE "A"

Country: **United States**

<u>Mark</u>	<u>Class</u>	<u>App. #</u>	<u>App. Dt</u>	<u>Reg. #</u>	<u>Reg. Dt</u>	<u>Status</u>
BILLY THE MARLIN	41	74/694,459	6/27/95	1,973,074	5/7/96	Registered
MARLINS	14, 16, 25, 28	74/173,226	6/5/91	1,807,380	11/30/93	Registered
MARLINS	6, 18, 21, 41	74/800,871	6/5/91	1,862,991	11/15/94	Registered
Marlins Cap Designation	14, 16, 21, 25, 28, 41	74/314,103	9/15/92	1,912,055	8/15/95	Registered
Marlins KIDS FUN ZONE and Design	18, 25, 41	76/199,024	1/24/01			Filed
Marlins Mascot Design	41	74/694,462	6/27/95	2,023,194	12/17/96	Registered
Marlins Official Club Lettering	14, 16, 18	74/313,953	9/15/92	2,084,194	7/29/97	Registered
Marlins Primary Logo	41	74/800,903	7/18/91	1,881,634	2/28/95	Registered
Marlins Primary Logo	6, 14, 16, 18, 21, 25, 28	74/186,053	7/18/91	1,791,268	9/7/93	Registered
Marlins Road Uniform Lettering	25	74/373,960	3/31/93	1,861,412	11/1/94	Registered
Marlins Secondary Club Lettering	25	74/373,977	3/31/93	1,909,332	8/1/95	Registered
MARLINS STRIKE ZONE WWW.FLORIDA MARLINS.COM and Design	16, 18, 25, 28, 41	76/172,218	11/28/00			Filed
MIAMI MARLINS	16	76/182,084	12/15/00			Filed
MIAMI MARLINS	25	76/182,083	12/15/00			Filed
MIAMI MARLINS	28	76/182,075	12/15/00			Filed
MIAMI MARLINS	41	76/182,082	12/15/00			Filed

TRADEMARK AND COPYRIGHT ASSIGNMENT

This TRADEMARK AND COPYRIGHT ASSIGNMENT (this "Assignment"), dated as of February 15, 2002, is made and entered into by and between Florida Marlins Baseball Club, L.L.C., a Delaware limited liability company ("Assignor"), and Florida Marlins, L.P. (formerly known as Montreal Expos, L.P.), a Delaware limited partnership ("Assignee") (each a "Party," and collectively, the "Parties").

RECITALS

WHEREAS, Assignor and Assignee are parties to that certain Asset Acquisition Agreement, dated February 15, 2002 (the "Agreement"), pursuant to which, *inter alia*, the Assignee acquired from Assignor all Intellectual Property (as defined therein) and Licensed Intellectual Property (as defined therein) owned, controlled or used by Assignor in connection with the Florida Marlins Business (as defined therein) (collectively, "Transferred Intellectual Property"); and

WHEREAS, as a condition to Closing (as defined in the Agreement), the Parties agreed to enter into this Assignment pursuant to which the Assignor will confirm the assignment to the Assignee of all of their right, title and interest in and to the Transferred Intellectual Property.

NOW THEREFORE, in consideration of the promises and mutual agreements set forth in the Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Assignment. Assignor hereby confirms the assignment, conveyance, and transfer to the Assignee of all the Assignor's right, title and interest in and to the Transferred Intellectual Property in accordance with the Agreement, including, without limitation, the United States and Canadian copyrights and trademarks and service marks, including the portion of the business to which the foregoing trademarks and service marks pertain, together with the goodwill of the business symbolized by and associated therewith, including, without limitation, the registrations and applications for registrations set forth in Schedule A (the "Scheduled Registrations").

2. Recordation. If the Assignee elects to record this Assignment with the U.S. Patent & Trademark Office and the Canadian Intellectual Property Office, Assignee shall bear all costs and fees associated with such recording. The Assignor hereby authorizes and requests the Commissioner of Patents and Trademarks of the United States and the Registrar of the Trade-marks Office and the Copyrights Office of Canadian Intellectual Property Office to issue all registrations from any applications for registration, and renewals of registrations, included in the Scheduled Registrations to Assignee.

3. Further Assurances. Assignor covenants and agrees that it will, upon the reasonable request of the Assignee, execute and deliver, or cause to be executed or delivered, any and all documents provided by the Assignee that may be necessary or desirable to perfect the assignment, conveyance and transfer of the Transferred Intellectual Property, including, without limitation, the Scheduled Registrations.

4. Governing Law and Forum. This Assignment shall be governed by, and construed in accordance with, the Laws of the State of New York, and, to the extent applicable, United States federal law and Canadian law governing trademarks and copyrights.

5. Counterparts. This Assignment may be executed in one or more counterparts, and by the different parties hereto in separate counterparts, each of which when executed shall be deemed to be an original but all of which taken together shall constitute one and the same agreement.

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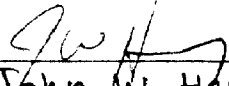
IN WITNESS WHEREOF, the Parties have executed this Assignment as of the date first written above.

ASSIGNOR:

ASSIGNEE:

**FLORIDA MARLINS BASEBALL CLUB,
L.L.C.**

FLORIDA MARLINS, L.P.

By: 
Name: John W. Henry
Title: Chairman

By: _____
Name: _____
Title: _____

IN WITNESS WHEREOF, the Parties have executed this Assignment as of the date first written above.

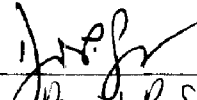
ASSIGNOR:

ASSIGNEE:

FLORIDA MARLINS BASEBALL CLUB,
L.L.C.

FLORIDA MARLINS, L.P.

By: _____
Name:
Title:

By: 
Name: David P. Samson
Title: Executive Vice President

SCHEDULE A

SCHEDULED REGISTRATIONS

See Attached.

02-15-02 05:24pm From-Major League Baseball

9495697

T-132 P.002/002 F-805

SCHEDULE "A"

<u>Country: United States</u>						
<u>Mark</u>	<u>App. #</u>	<u>App. Dt</u>	<u>Reg. #</u>	<u>Reg. Dt</u>	<u>Status</u>	
BILLY THE MARLIN	74/694,459	6/27/95	1,973,074	5/7/96	Registered	
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MIAMI MARLINS	76/182,083	12/15/00			Filed	
MIAMI MARLINS	76/182,075	12/15/00			Filed	
MIAMI MARLINS	76/182,081	12/15/00			Filed	

<u>State: Florida</u>						
<u>Mark</u>	<u>App. #</u>	<u>App. Dt</u>	<u>Reg. #</u>	<u>Reg. Dt</u>	<u>Status</u>	
MARLINS			T15148	10/24/91	Registered	
Marlins Official Club Lettering (Old)			T15811	4/24/92	Registered	
Marlins Primary Logo			T14737	7/19/91	Registered	
Marlins Primary Logo			T14738	7/22/91	Registered	

<u>State: South Carolina</u>						
<u>Mark</u>	<u>App. #</u>	<u>App. Dt</u>	<u>Reg. #</u>	<u>Reg. Dt</u>	<u>Status</u>	
Marlins Primary Logo		9/23/94	None Assigned	10/17/94	Registered	

<u>Country: Canada</u>						
<u>Mark</u>	<u>App. #</u>	<u>App. Dt</u>	<u>Reg. #</u>	<u>Reg. Dt</u>	<u>Status</u>	
MARLINS	684158	6/20/91	452299	12/28/95	REGISTERED	
MARLINS	684159	6/20/91	446111	8/19/95	REGISTERED	
Marlins Cap Designation	740588	11/4/93	448291	9/29/95	REGISTERED	
Marlins Primary Logo	690898	10/1/91	450416	11/24/95	REGISTERED	
Marlins Primary Logo	690901	10/1/91	450417	11/24/95	REGISTERED	