

05-01-2002

U.S. Department of Commerce  
Patent and Trademark Office



102074478

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

1. Name of conveying party(ies):

Florida Marlins, L.P.

Individual(s)  Association  
 General Partnership  Limited Partnership - Delaware  
 Corporation-State  
 Other 4.17.02

Additional name(s) of conveying party(ies) attached?  Yes  No

2. Name and Address of receiving party(ies)

Name: **Baseball Expos, L.P.**

Address:  
**4546 Pierre de Coubertin  
Montreal, Quebec H1V 3N7  
Canada**

Individual(s)citizenship \_\_\_\_\_

Association \_\_\_\_\_

General Partnership \_\_\_\_\_

Limited Partnership Delaware

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

3. Nature of conveyance:

Assignment  Merger  
 Security Agreement  Change of Name  
 Other \_\_\_\_\_

Execution Date: February 15, 2002

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

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 of the Americas  
New York, NY 10036-6799

6. Total number of applications and registrations involved:

13

7. Total fee (37 CFR 3.41)..... \$ 340

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)

04/30/2002 DBYRME 00000092 1725787

01 FC:481  
02 FC:482

40.00 OP  
300.00 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

4/17/02  
Date

Total number of pages including cover sheet, attachments, and document: 8

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

MLK/NML/21307/67/512698.1

**TRADEMARK**  
**REEL: 002495 FRAME: 0781**

**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>
EXPOS	25	73/837,543	11/13/89	1,725,787	10/20/92	Registered
Expos Cap Designation	25	73/282,474	10/20/80	1,216,796	11/16/82	Registered
Expos Cap Designation	41	73/017,286	3/28/74	1,005,463	2/25/75	Registered
Expos Cap Designation	6, 11, 14, 16, 24, 28	73/744,397	8/5/88	1,560,469	10/17/89	Registered
Expos Cap Designation + 20 ANS-YEARS and Design	6, 14, 24, 25	73/744,396	8/5/88	1,563,008	10/31/89	Registered
Expos Home Uniform Lettering	21, 25, 28	74/802,116	11/6/91	1,881,072	2/28/95	Registered
Expos Home Uniform Lettering	6, 14, 16, 18, 41	74/219,230	11/6/91	2,091,518	8/26/97	Registered
Expos Primary Logo	6, 14, 16, 18, 21, 25, 28, 41	74/219,243	11/6/91	1,873,010	1/10/95	Registered
Expos Primary Logo (Old)	21, 24, 25, 28	73/015,668	3/12/74	1,042,655	7/6/76	Registered
MONTREAL EXPOS	41	73/806,387	6/13/89	1,643,939	5/7/91	Registered
MONTREAL EXPOS (Stylized)	24, 25	73/744,406	8/5/88	1,560,721	10/17/89	Registered
Youppi Bear Design (arms folded) (Expos Mascot)	16, 20, 21, 24, 25, 28, 41	75/471,098	4/16/98			Filed
YOUPPI!	16, 20, 21, 24, 25, 28, 41	75/471,097	4/16/98			Filed

1,725,787

**APPOINTMENT OF DOMESTIC REPRESENTATIVE**

Baseball Expos, L.P., a Delaware limited partnership, with an address at 4549 Pierre-de-Coubertin, Montreal, Quebec, H1V 3N7 Canada, hereby appoints Mary L. Kevlin, Jeffrey H. Epstein, Arthur J. Greenbaum, David Goldberg, William M. Borchard, Baila H. Celedonia, Lynn S. Fruchter, Midge M. Hyman, Vejay G. Lalla and all other attorneys of Cowan, Liebowitz & Latman, P.C., 1133 Avenue of the Americas, New York, New York 10036-6799 as its domestic representative upon whom notices or process in proceedings affecting the Trademarks set forth on the attached schedule may be served.

BASEBALL EXPOS, L.P.

by: Baseball Expos, GP, Inc., its general partner

By: 

Name: Thomas J. Ostertag

Title: Vice President

Date:

4/17/02

# INTELLECTUAL PROPERTY ASSIGNMENT

This INTELLECTUAL PROPERTY ASSIGNMENT (this "Assignment"), dated as of February 15, 2002, is made by the Florida Marlins, L.P. (fka Montreal Expos, L.P.) (the "Assignor") in favor of Baseball Expos, L.P. (the "Assignee") (each a "Party," and collectively, the "Parties").

## RECITALS

WHEREAS, Assignor and Assignee are parties to that certain Letter Agreement, dated February 15, 2002 (the "Agreement"), pursuant to which, *inter alia*, Assignor sells to Assignee substantially all of the assets constituting the Montreal Expos, a professional baseball club in Montreal (the "Club"), including, without limitation, all Intellectual Property (as defined below).

WHEREAS, in accordance with the Agreement, the Assignor has agreed to execute this Assignment pursuant to which the Assignor will assign to the Assignee all of Assignor's right, title and interest in, to and under the 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, intending to be legally bound, agree as follows:

1. Assignment. Assignor by these presents hereby sells, assigns, conveys, transfers and sets over unto Assignee, its successors, legal representatives and assigns, Assignor's entire right, title and interest in, to and under the Intellectual Property, the same to be held and enjoyed by Assignee for its own use and benefit and for the use and benefit of its successors, assigns or other legal representatives fully and entirely as if the same would have been held and enjoyed by Assignor if this Assignment had not been made. As used in this Assignment, "Intellectual Property" shall mean all intellectual property assets of any kind owned, controlled or used by, or related to the operation of the Club, including without limitation: (a) any United States, Canadian and foreign patents and patent applications, and all divisions, renewals, substitutes, continuations, reissues and extensions thereof, and all legal equivalents of any of the foregoing, including the right to claim priority, in any country, and all other rights in inventions held by Assignor throughout the universe; (b) any United States, Canadian and foreign copyrights and rights in mask works, whether registered or unregistered, and all renewals and extensions thereof, and all applications for any of the foregoing, and all common law copyrights, and all other rights of authorship held by Assignor throughout the universe including all rights to exploit any of the foregoing in any media and by any manner and means now known or hereafter devised; (c) any United States, Canadian and foreign industrial design rights, whether registered or unregistered, and all registrations and applications therefor, and all legal or common law equivalents of any of the foregoing held by Assignor throughout the universe; (d) any United States, Canadian and foreign rights in trademarks, service marks, trade names and trade dress, and all registrations and applications thereof, including the portion of Assignor's business to which such registrations and applications pertain, together with the

goodwill of Assignor's business symbolized by and associated therewith, including, without limitation, the registrations and applications set forth in Schedule A (the "Scheduled Registrations") attached hereto, and all legal or common law equivalents of any of the foregoing held by Assignor throughout the universe; (e) any rights in data, collections of data and databases, whether registered or unregistered, and all applications for any of the foregoing, and all legal or common law equivalents held by Assignor throughout the universe including all rights to exploit any of the foregoing in any media and by any manner and means now known or hereafter devised; (f) any trade secrets and proprietary information; (g) any rights in domain names and all registrations and applications therefor (including rights in domain name reservations); (h) any licenses and other agreements providing Assignor with the right to use any item of the type referred to in clauses (a) through (g) (to the extent this Assignment is not in conflict with any provision of same), subject, in each case, to the terms of such licenses and other agreements, including the right to sue for breach or enforcement of any such licenses or other agreements; and (i) any proceeds of any item of the type referred to in clauses (a) through (h), including royalty payments and proceeds of infringement suits, and the right to sue third parties for past, present or future infringements of same.

2. Recordation. If the Assignee elects to record this Assignment with the U.S. Patent & Trademark Office, the Library of Congress, the Canadian Intellectual Property Office or any like Office of any country or countries foreign to the United States and Canada, 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, the Register of Copyrights of the United States, the Registrar of the Patents Office, the Trade-marks Office and the Copyrights Office of the Canadian Intellectual Property Office, and any like Official of any country or countries foreign to the United States and Canada whose duty it is to issue patents, or register copyrights or trademarks, to issue all patents and registrations to Assignee, its successors, legal representatives and assigns, in accordance with the terms of this instrument.

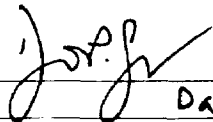
3. Further Assurances. Assignor covenants and agrees that it will, upon the reasonable request of the Assignee and at the Assignee's cost and expense, execute and deliver, or cause to be executed or delivered, any and all documents provided by the Assignee that may be necessary or desirable to perfect the sale, assignment, conveyance and transfer of the Intellectual Property hereunder, and testify in any legal proceeding confirming Assignee's interests in the Intellectual Property.

4. Representation and Covenant. Assignor hereby represents that Assignor has the full right to convey the entire interest herein assigned, and Assignor has not executed any agreement, assignment, sale or encumbrance in material conflict herewith; and Assignor covenants and agrees that Assignor will not execute any agreement, assignment, sale or encumbrance in material conflict herewith.

5. 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 patents, trademarks and copyrights.

IN WITNESS AND TESTIMONY HEREOF, ASSIGNOR has set its hand and seal to this Assignment:

Florida Marlins, L.P. (fka Montreal Expos, L.P.)

By: X   
Name: David Samson  
Title: \_\_\_\_\_

**SCHEDULE A**

**SCHEDULED REGISTRATIONS**

[Attached]

## SCHEDULE "A"

## Country: United States

Mark	App. #	App. Dt	Reg. #	Reg. Dt	Status
EXPOS	73/837,543	11/13/89	1,725,787	10/20/92	Registered
Expos Cap Designation	73/282,474	10/20/80	1,216,796	11/16/82	Registered
Expos Cap Designation	73/017,286	3/23/74	1,005,463	2/25/75	Registered
Expos Cap Designation	73/744,397	8/5/88	1,560,469	10/17/89	Registered
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Expos Home Uniform Lettering	74/802,116	11/6/91	1,881,072	2/28/95	Registered
Expos Home Uniform Lettering	74/219,230	11/6/91	2,091,518	8/26/97	Registered
Expos Primary Logo	74/219,243	11/6/91	1,873,010	1/10/95	Registered
Expos Primary Logo (Old)	73/015,668	3/12/74	1,042,655	7/6/76	Registered
MONTREAL EXPOS	73/806,387	6/13/89	1,643,939	5/7/91	Registered
MONTREAL EXPOS (Stylized)	73/744,406	8/5/88	1,560,721	10/17/89	Registered
Youppi Bear Design (arms folded) (Expos Mascot)	75/471,098	4/16/98			Filed
YOUPPI!	75/471,097	4/16/98			Filed

## State: South Carolina

Mark	App. #	App. Dt	Reg. #	Reg. Dt	Status
Expos Primary Logo		9/23/94	None Assigned	10/17/94	Registered

## Country: Canada

Mark	App. #	App. Dt	Reg. #	Reg. Dt	Status
CLUB LE RECEVEUR	678582	3/25/91	401169	8/7/92	Registered
EXPOS	449196	1/25/80	248526	7/25/80	Registered
EXPOS	339064	12/31/70	181802	3/10/72	Registered
EXPOS	318653	12/28/68	182347	4/7/87	Registered
EXPOS (Stylized)	382254	1/21/75	233763	9/7/79	Registered
EXPOS (Stylized)	449198	1/25/80	248908	8/1/80	Registered
EXPOS (Stylized)	360014	12/29/72	196880	1/18/74	Registered
EXPOS (Stylized)	520047	4/6/84	303417	5/31/85	Registered
EXPOS (Stylized)	503494	5/13/83	295412	9/21/84	Registered
EXPOS (Stylized)	489979	8/11/82	289645	4/6/84	Registered
EXPOS (Stylized)	490923	8/16/82	287201	1/20/84	Registered
EXPOS (Stylized)	493453	10/15/82	285340	11/25/83	Registered
EXPOS (Stylized)	492873	9/30/82	285298	11/25/83	Registered
EXPOS (Stylized)	320137	2/24/69	182349	4/7/72	Registered
EXPOS (Stylized)	339065	12/31/70	182561	4/14/72	Registered
EXPOS (Stylized)	370335	11/29/73	201766	9/13/74	Registered
EXPOS (Stylized)	495026	11/18/82	288270	2/24/84	Registered
Expos Cap Designation	449199	1/25/80	249980	8/29/80	Registered
Expos Cap Designation	449200	1/25/80	249981	8/29/80	Registered
Expos Cap Designation	320136	2/24/69	166085	11/7/69	Registered
Expos Cap Designation	360012	12/29/72	196878	1/18/74	Registered
Expos Cap Designation	360013	12/29/72	196879	1/18/74	Registered
Expos Cap Designation	320135	2/24/69	165924	10/24/69	Registered
Expos Cap Designation	493027	11/18/82	287410	1/27/84	Registered
Expos Cap Designation	493452	10/15/82	287404	1/27/84	Registered
Expos Cap Designation	339062	12/31/70	181808	3/10/72	Registered
Expos Cap Designation	339063	12/31/70	179864	12/3/71	Registered
Expos Cap Designation	490920	8/16/82	284695	11/4/83	Registered
Expos Cap Designation	362761	3/27/73	195869	11/30/73	Registered
Expos Cap Designation	362760	3/27/73	195868	11/30/73	Registered
Expos Cap Designation	352391	4/19/72	192105	6/22/73	Registered
Expos Cap Designation	352390	4/19/72	192104	6/22/73	Registered
Expos Cap Designation	492872	9/30/82	285297	11/25/83	Registered
Expos Home Uniform Lettering	721091	1/21/93	440071	3/3/95	Registered
Expos Mascot Design	531110	11/5/84	315,136	6/13/86	Registered

TRADEMARK

REEL: 002495 FRAME: 0788



## SCHEDULE "A"

2

<u>Mark</u>	<u>App. #</u>	<u>App. Dt</u>	<u>Reg. #</u>	<u>Reg. Dt</u>	<u>Status</u>
Expos Primary Logo	740625	11/4/93	448834	10/13/95	Registered
Expos Primary Logo	721092	1/21/93	436815	12/9/94	Registered
Expos Primary Logo (Old)	339061	12/31/70	182028	3/24/72	Registered
Expos Primary Logo (Old)	360016	12/29/72	196882	1/18/74	Registered
Expos Primary Logo (Old)	360015	12/29/72	196881	1/18/74	Registered
Expos Primary Logo (Old)	470629	5/29/81	286847	1/13/84	Registered
Expos Primary Logo (Old)	490921	8/16/82	284696	11/4/83	Registered
Expos Primary Logo (Old)	362763	3/27/73	196490	12/28/73	Registered
Expos Primary Logo (Old)	362762	3/27/73	196489	12/28/73	Registered
Expos Primary Logo (Old)	339060	12/31/70	185133	8/25/72	Registered
Expos Primary Logo (Old)	352393	4/19/72	192107	6/22/73	Registered
Expos Primary Logo (Old)	352392	4/19/72	192106	6/22/73	Registered
Expos Primary Logo (Old)	320140	2/24/69	182352	4/7/72	Registered
Expos Primary Logo (Old)	320134	2/24/69	182346	4/7/72	Registered
Expos Primary Logo (Old) + MONTREAL	320138	2/24/69	182350	4/7/72	Registered
Expos Primary Logo (Old) + MONTREAL	490922	8/16/82	284697	11/4/83	Registered
Expos Primary Logo (Old) + MONTREAL	320139	2/24/69	182351	4/7/72	Registered
Expos Primary Logo (Old) + MONTREAL	352394	4/19/72	187009	12/1/72	Registered
Expos Primary Logo (Old) + MONTREAL	352395	4/19/72	187010	12/1/72	Registered
Expos Road Jersey Lettering	721090	1/21/93	435655	11/18/94	Registered
M EXPOS	449197	1/25/80	248907	8/1/80	Registered
M EXPOS	318749	1/6/69	182348	4/7/72	Registered
MONTREAL EXPOS	318652	12/28/68	182496	4/14/72	Registered
THE CATCHER'S CLUB	678581	3/25/91	401168	8/7/92	Registered
YOUPPI (Expos Mascot)	452767	4/22/80	251,948	11/4/80	Registered
Yoppi Bear Design (arms folded) (Expos Mascot)	863211	12/4/97	506961	1/22/99	Registered
YOUPPI	490,610	8/10/82	384,392	5/7/91	Registered
YOUPPI and Design	531111	11/5/84	334532	11/27/87	Registered