

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
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NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL
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CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Los Angeles Dodgers, Inc.		02/12/2004	CORPORATION: DELAWARE

RECEIVING PARTY DATA	
Name:	LA Team Co. LLC
Street Address:	1000 Elysian Park Avenue
City:	Los Angeles
State/Country:	CALIFORNIA
Postal Code:	90012
Entity Type:	Limited Liability Company: DELAWARE

PROPERTY NUMBERS Total: 21		
Property Type	Number	Word Mark
Registration Number:	1562301	BROOKLYN DODGERS
Registration Number:	1571978	BROOKLYN DODGERS
Registration Number:	1643672	B
Registration Number:	1859757	BROOKLYN
Registration Number:	1635618	DODGER DOG
Registration Number:	1671830	DODGER STADIUM
Registration Number:	1642765	DODGERS
Registration Number:	1551342	DODGERS
Registration Number:	1226725	LA
Registration Number:	1858662	LA
Registration Number:	2512741	LA
Registration Number:	1532657	LA
Registration Number:	1527788	DODGERS
Registration Number:	1549550	DODGERS
Registration Number:	1532903	LOS ANGELES DODGERS

OP \$540.00 1562301

Registration Number:	1029881	DODGERS
Registration Number:	2540021	DODGERS
Registration Number:	2594167	DODGERS
Registration Number:	1611326	LA DODGERS
Registration Number:	2128664	VB
Registration Number:	2442700	YOU HAVE TO BE THERE

CORRESPONDENCE DATA

Fax Number: (617)951-8736
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 617-951-8458
Email: shaun.ryan@bingham.com
Correspondent Name: Shaun E. Ryan, Esq.
Address Line 1: 150 Federal Street
Address Line 2: Bingham McCutchen LLP
Address Line 4: Boston, MASSACHUSETTS 02110

ATTORNEY DOCKET NUMBER:	DODGERS
NAME OF SUBMITTER:	Eileen Sullivan

Total Attachments: 13
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ASSIGNMENT OF INTELLECTUAL PROPERTY

This ASSIGNMENT OF INTELLECTUAL PROPERTY (this "Assignment") is made and entered into as of the 12th day of February, 2004, by Fox Baseball Holdings, Inc., a Delaware corporation ("FBHI"), Los Angeles Dodgers, Inc., a Delaware corporation (the "Dodgers"), Dodgertown Inc., a Florida corporation ("Dodgertown"), and Venue Merchandising Inc., a California corporation ("VMI" and, collectively with FBHI, the Dodgers and Dodgertown, the "Assignors," and each, an "Assignor"), in favor of LA Team Co. LLC, a Delaware limited liability company (the "Assignee").

WITNESSETH

WHEREAS, reference is made to that certain Asset Purchase Agreement, dated as of October 9, 2003 (the "Asset Purchase Agreement"), by and among Fox Entertainment Group, Inc., a Delaware corporation, the Assignors, the Assignee, LA Real Estate LLC, a Delaware limited liability company (solely for purposes of Article X thereof), LA Partners LLC, a Delaware limited liability company (solely for purposes of Article V and Section 7.14 thereof), LA Holdco LLC, a Delaware limited liability company (solely for purposes of Sections 2.6, 6.6 and 7.4 and Article V thereof), and Frank H. McCourt, Jr. (solely for purposes of Article V and Sections 7.14 and 11.12 thereof); and

WHEREAS, the Asset Purchase Agreement requires the Assignors and the Assignee to execute this Assignment.

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

AGREEMENT

1. Capitalized Terms. All capitalized terms used, but not otherwise defined herein, shall have the respective meanings set forth in the Asset Purchase Agreement.

2. Assignment. On the terms and subject to the conditions set forth in the Asset Purchase Agreement, the Assignors do hereby sell, convey, assign, transfer and deliver (or cause to be sold, conveyed, assigned, transferred and delivered) to the Assignee, and the Assignee does hereby purchase, acquire, accept and assume from the Assignors, free and clear of all Encumbrances, other than Permitted Encumbrances, all of the Assignors' respective rights, title and interest, in, to and under all of the Intellectual Property owned by the Sellers and included in the Acquired Assets, including, without limitation, any and all of the Assignors' ownership of, in or under:

- (a) United States or foreign patents, patent applications, continuations-in-part, divisionals, reissues, reexaminations and extensions thereof, including those set forth on Attachment I hereto;
- (b) technology, inventions (whether patentable or unpatentable and whether or not reduced to practice), processes, formulas, techniques, trade secrets, proprietary or confidential technical and business information, and know-how, together with all improvements thereto, and software (including data and related documentation), including that set forth on Attachment I hereto;
- (c) trademarks, service marks, trade names, trade dress, logos, corporate names and domain names (including any and all registration, renewals and applications in

connection therewith), and all goodwill associated with any of the foregoing, including those set forth on Attachment I hereto;

- (d) unregistered copyrights, registered copyrights and applications therefor, including those set forth on Attachment I hereto;
- (e) rights of publicity,
- (f) copies and tangible expressions or embodiments of any of the foregoing, in any format or medium, and
- (g) all causes of actions, claims and demands or other rights for, or arising from, any infringement of the foregoing intellectual property assets, and all rights corresponding thereto throughout the world.

3. Consent. Notwithstanding anything in this Assignment to the contrary, this Assignment shall not constitute an assignment of any Intellectual Property if an attempted assignment or assumption thereof, without the consent of a third party, would constitute a breach or other contravention of the rights of such third party, would be ineffective with respect to any party to an agreement concerning such Intellectual Property, or would in any way adversely affect the rights of the Assignors or, upon transfer, the Assignee under such Intellectual Property. If any transfer or assignment by the Assignors to, or any assumption by the Assignee of, any interest in, or liability, obligation or commitment under, any Intellectual Property requires the consent of a third party, then such assignment or assumption shall be made subject to such consent being obtained.

The Assignors and the Assignee shall cooperate (at their own expense) in any lawful and reasonable arrangement reasonably proposed by the Assignee under which the Assignee shall obtain the economic claims, rights and benefits under the Intellectual Property with respect to which the consent has not been obtained. Such reasonable arrangement may include the subcontracting, sublicensing or subleasing to the Assignee of any and all rights of the Assignors against the other party to such third-party agreement arising out of a breach or cancellation thereof by the other party.

4. Counterparts. This Assignment may be executed in as many counterparts as may be deemed necessary and convenient, and by the different parties hereto on separate counterparts, each of which, when so executed, shall be deemed an original, but all such counterparts shall constitute one and the same instrument.

5. Consent to Jurisdiction; Venue. Each of the parties hereto (a) irrevocably and unconditionally submits to the jurisdiction of the United States District Court for the Southern District of New York or, if such court will not accept jurisdiction, the Supreme Court of the State of New York or any court of competent civil jurisdiction sitting in New York County, New York, (b) unconditionally waives and agrees not to assert by way of motion, as a defense or otherwise any claims that it is not subject to the jurisdiction of the above courts, that such action or suit is brought in an inconvenient forum or that the venue of such action, suit or other proceeding is improper and agrees that it shall not attempt to deny or defeat such jurisdiction by motion or other request for leave from any such court and (c) agrees that it shall not bring any action relating to this Agreement or any of the transactions contemplated by this Agreement in any court other than the United States District Court for the Southern District of New York or, if such court will not accept jurisdiction, the Supreme Court of the State of New York or any court of competent civil jurisdiction sitting in New York County, New York.


6. Governing Laws. This Assignment and the legal relations between the parties hereto shall be governed by and construed and enforced in accordance with the internal laws of the State of New York applicable to contracts made and to be performed in the State of New York, including, without limitation, Sections 5-1401 and 5-1402 of the New York General Obligations Law and New York Civil Practice Laws and Rules 327(b).

[signature pages follow]

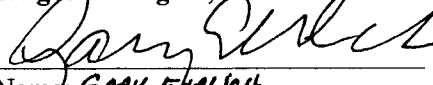
IN WITNESS WHEREOF, each of the undersigned has caused this Assignment to be executed by the signature of its duly authorized officer as of the date first above written.

Assignors:

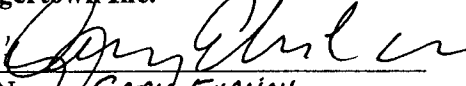
Fox Baseball Holdings, Inc.

By: 
Name: GARY EHRICH
Title: EVP

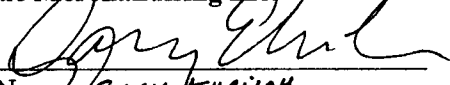
Los Angeles Dodgers, Inc.

By: 
Name: GARY EHRICH
Title: VP

Dodgertown Inc.

By: 
Name: GARY EHRICH
Title: SVP

Venue Merchandising Inc.

By: 
Name: GARY EHRICH
Title: SVP

Acknowledged and Accepted:

Assignee:

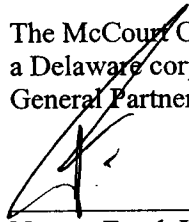
LA Team Co. LLC

By: LA Holdco LLC,
a Delaware limited liability company
Its: Sole Member

By: LA Partners LLC,
a Delaware limited liability company
Its: Manager

By: The McCourt-Broderick Limited Partnership,
a Massachusetts limited partnership
Its: Manager

By: The McCourt Company, Inc.,
a Delaware corporation
Its: General Partner

By: 
Name: Frank H. McCourt, Jr.
Title: President

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California }
County of LOS ANGELES } SS.

On FEBRUARY 12, 2004 before me, LISA L. FRAZIER, A NOTARY PUBLIC,
Date Name and Title of Officer (e.g., "Jane Doe, Notary Public")
personally appeared GARY EHRLICH
Name(s) of Signer(s)

personally known to me
 proved to me on the basis of satisfactory evidence



to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/~~she/they~~ executed the same in his/~~her/their~~ authorized capacity(ies), and that by his/~~her/their~~ signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Lisa L. Frazier
Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: ASSIGNMENT OF INTELLECTUAL PROPERTY

Document Date: FEBRUARY 12, 2004 Number of Pages: 5

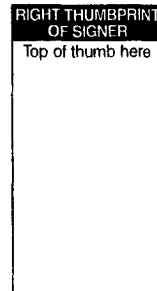
Signer(s) Other Than Named Above: FRANK H. McCOURT, JR.

Capacity(ies) Claimed by Signer

Signer's Name: GARY EHRLICH

- Individual
- Corporate Officer — Title(s): EVP; VP; SVP; SVP, RESPECTIVELY
- Partner — Limited General
- Attorney-in-Fact
- Trustee
- Guardian or Conservator
- Other: _____

Signer Is Representing: FOX BASEBALL HOLDINGS, INC.; LOS ANGELES DODGERS, INC.; DODGERTOWN INC.; and VENUE MERCHANDISING INC., RESPECTIVELY



ATTACHMENT I TO ASSIGNMENT OF INTELLECTUAL PROPERTY

See Attached

Cowan, Liebowitz & Latman, P.C.

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Client: Major League Baseball Properties, Inc.

DODGERS - Worldwide Registrations as of April 4, 2003

<u>COUNTRY</u>	<u>MARK</u>	<u>REG. NO.</u>	<u>REG. DATE</u>	<u>REC. OWNER</u>
United Kingdom	LOS ANGELES DODGERS	2248220	10/10/00	Major League Baseball Properties, Inc.

Class(es): 9, 41

09: Scientific apparatus; telephones, radios, clock radios, pre-recorded video tapes relating to baseball, pre-recorded video discs relating to baseball, pre-recorded compact discs relating to baseball, pre-recorded audio discs relating to baseball, records relating to baseball, pre-recorded audio tapes relating to baseball, binoculars, video viewers, cameras; kaleidoscopes; computer programs; electric switch plate covers; electric signs, luminous signs; neon signs; sunglasses, eyeglass and contact lens cases; eyeglass chains; eyeglass frames; eyeglass cords; eyeglass lenses and eyeglasses; magnets; protective clothing, protective helmets; camera cases, camera straps, whistles, batting helmets, catchers helmets, computer accessories such as mouse pads, screen savers, wrist pads, monitor frames, and memo boards, computer cases, compact disc cases, video and computer game cartridges, video and computer game discs, video and computer game cassettes, computer game programs, and computer programs downloadable from a global computer network.

41: Entertainment, education and information services; baseball games, competitions and exhibitions rendered live, through broadcast media including television and radio and via a global computer network or a commercial on-line service; providing information in the field of sports, entertainment and related topics, providing multi-user interactive computer games, and providing for interactive exchange of messages and information, all via a global computer network or a commercial on-line service

United States	BROOKLYN DODGERS (Stylized) (1)	1,562,301	10/24/89	Los Angeles Dodgers, Inc.
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Class(es): 25

--Class 25--Clothing, namely, T-shirts

United States	BROOKLYN DODGERS (Stylized) (2)	1,571,978	12/19/89	Los Angeles Dodgers, Inc.
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Class(es): 21

--Class 21--Beverage containers, namely, mugs

United States	Brooklyn Dodgers Cap Designation (Cooperstown)	1,643,672	5/7/91	Los Angeles Dodgers, Inc.
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Class(es): 25

--Class 25--Clothing, namely, baseball caps, T-shirts, jackets

Cowan, Liebowitz & Latman, P.C.

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Client: Major League Baseball Properties, Inc.

DODGERS - Worldwide Registrations as of April 4, 2003

<u>COUNTRY</u>	<u>MARK</u>	<u>REG. NO.</u>	<u>REG. DATE</u>	<u>REC. OWNER</u>
United States	Brooklyn Dodgers Road Jersey Lettering (Cooperstown)	1,859,757	10/25/94	Los Angeles Dodgers, Inc.



Class(es): 25

--Class 25--Clothing, namely, shirts, and uniform jerseys

United States	DODGER DOG	1,635,618	2/19/91	Los Angeles Dodgers, Inc.
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Class(es): 30

--Class 30--Hot dog sandwiches for consumption on or off the premises

United States	DODGER STADIUM	1,671,830	1/14/92	Los Angeles Dodgers, Inc.
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Class(es): 25

--Class 25--Clothing, namely, T-shirts.

United States	DODGERS	1,642,765	4/30/91	Los Angeles Dodgers, Inc.
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Class(es): 16, 25

--Class 16--Paper goods and printed matter, namely, bumper stickers, pens, pencils, posters, baseball cards, programs about baseball, magazines about baseball, books about baseball, calendars and playing cards.

--Class 25--Clothing, namely, shirts, jackets, ponchos, caps, bibs, two-piece diaper sets, baby pants, baby booties, short sets, sweatshirts and knitted headwear.

United States	DODGERS	1,551,342	8/8/89	Los Angeles Dodgers, Inc.
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Class(es): 41

--Class 41--Entertainment services in the nature of baseball exhibitions

United States	Dodgers Cap Designation	1,226,725	2/8/83	Los Angeles Dodgers, Inc.
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Class(es): 25

--Class 25--Baseball caps

Cowan, Liebowitz & Latman, P.C.

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Client: Major League Baseball Properties, Inc.

DODGERS - Worldwide Registrations as of April 4, 2003

<u>COUNTRY</u>	<u>MARK</u>	<u>REG. NO.</u>	<u>REG. DATE</u>	<u>REC. OWNER</u>
United States	Dodgers Cap Designation	1,858,662	10/18/94	Los Angeles Dodgers, Inc.



Class(es): 25

--Class 25-- Clothing; namely, underwear, visors, undershirt and diaper pants set, baby pants, scarves, shoes, bandanas, shirts, shorts, warm-ups, socks, jackets, sweaters, hats, caps, cloth bibs, uniforms relating to the game of baseball, sweatshirts, knitted headwear

United States	Dodgers Cap Designation	2,512,741	11/27/01	Los Angeles Dodgers, Inc.
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Class(es): 41

--Class 41-- Entertainment, education and information services, namely, baseball games, competitions and exhibitions rendered live, through broadcast media including television and radio and via a global computer network or a commercial on-line service; providing information in the field of sports, entertainment and related topics and the exchange of information relating thereto, providing multi-user interactive computer games all via a global computer network or a commercial on-line service

United States	Dodgers Cap Designation	1,532,657	4/4/89	Los Angeles Dodgers, Inc.
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Class(es): 6, 14, 16, 21, 24, 28

--Class 6-- Novelty items, namely, key chains and key chain medallions, aluminum containers for food, beverage and household use.

--Class 14-- Watches and jewelry, namely, pins, batting helmet wristwatches, charms and pendants.

--Class 16-- Paper products and printed matter, namely, lenticular baseball cards, baseball cards, photos of baseball players and baseball sticker album collection.

--Class 21-- Beverage containers, namely, glasses.

--Class 24-- Fabrics, namely, towels, bedspreads and pennants.

--Class 28-- Toys and sporting goods, namely, plastic batting helmets and dolls.

Cowan, Liebowitz & Latman, P.C.

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Client: Major League Baseball Properties, Inc.

DODGERS - Worldwide Registrations as of April 4, 2003

<u>COUNTRY</u>	<u>MARK</u>	<u>REG. NO.</u>	<u>REG. DATE</u>	<u>REG. OWNER</u>
United States	Dodgers Home Uniform Lettering	1,527,788	3/7/89	Los Angeles Dodgers, Inc.

Class(es): 06, 16, 25, 28

--Class 6--Novelty items, namely, key chains.

--Class 16--Paper products and printed matter, namely, lenticular baseball cards, baseball cards, baseball album sticker collection, photos of baseball players, pens and pencils.

--Class 25--Clothing, namely, T-shirts, caps, sweatshirts and aprons.

--Class 28--Toys and sporting goods, namely, dolls, balloons and golf bags.

United States	Dodgers Home Uniform Lettering	1,549,550	7/25/89	Los Angeles Dodgers, Inc.
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Class(es): 41

--Class 41--Entertainment services in the nature of baseball exhibitions

United States	Dodgers Official Club Lettering (Old)	1,532,903	4/4/89	Los Angeles Dodgers, Inc.
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LOS ANGELES

Class(es): 21, 25

--Class 21--Beverage containers, namely, glasses, cups and mugs.

--Class 25--Clothing, namely, T-shirts, boxer shorts, sweatshirts, and caps.

Cowan, Liebowitz & Latman, P.C.

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Client: Major League Baseball Properties, Inc.

DODGERS - Worldwide Registrations as of April 4, 2003

<u>COUNTRY</u>	<u>MARK</u>	<u>REG. NO.</u>	<u>REG. DATE</u>	<u>REG. OWNER</u>
United States	Dodgers Primary Logo	1,029,881	1/13/76	Los Angeles Dodgers, Inc.



Class(es): 06, 14, 16, 18, 20, 21, 24, 25, 26, 28, 30

-Class 6--Key tags and key chains.

-Class 14--Watches and clocks, jewelry, namely, money clips, pendants, charm bracelets, lapel pins, earrings, costume jewelry pins and novelty pins

-Class 16--Baseball trading cards, decals and labels.

-Class 18--Tote bags.

-Class 20--Cushions, display boards (with magnetic team badges for attachment thereto, for maintaining day to day standings of Major League Baseball teams) and waste baskets for domestic use.

-Class 21--Drinking cups made of plastic.

-Class 24--Cloth pennants.

-Class 25--T-shirts, sweatshirts, pajamas, socks, ponchos, jackets, pants, garters, belts, and robes.

-Class 26--Cloth, iron-on, sew-on and pressure-sensitive patches and cloth badges, and belt buckles.

-Class 28--Baseball gloves.

-Class 30--Gum.

United States	Dodgers Primary Logo	2,540,021	2/19/02	Los Angeles Dodgers, Inc.
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Class(es): 25

-Class 25--Clothing, namely, caps, hats, headwear, shirts, T-shirts, turtlenecks, shorts, pants, baseball uniforms, jerseys, sweatshirts, sweatpants, boxer shorts, sleepwear, jackets, infantwear, cloth diaper sets with undershirt and diaper cover, rompers, footwear, socks

Cowan, Liebowitz & Latman, P.C.

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Client: Major League Baseball Properties, Inc.

DODGERS - Worldwide Registrations as of April 4, 2003

<u>COUNTRY</u>	<u>MARK</u>	<u>REG. NO.</u>	<u>REG. DATE</u>	<u>REG. OWNER</u>
United States	Dodgers Primary Logo	2,594,167	7/16/02	Los Angeles Dodgers, Inc.



Class(es): 41

--Class 41--Entertainment, education and information services, namely, baseball games, competitions and exhibitions rendered live, through broadcast media including television and radio and via a global computer network or a commercial on-line service; providing information in the field of sports, entertainment and related topics and the exchange of information relating thereto, providing multi-user interactive computer games all via a global computer network or a commercial on-line service

United States	LA DODGERS and Koala Bear Design	1,611,326	8/28/90	Los Angeles Dodgers, Inc.
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Class(es): 25, 28

--Class 25--Clothing, namely, T-shirts.

--Class 28--Toys and sporting goods, namely, stuffed animals.

United States	VB (Stylized) and Grapefruit Design [Vero Beach Dodgers]	2,128,664	1/13/98	Los Angeles Dodgers, Inc.
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Class(es): 16, 25

--Class 16--Paper goods and printed matter, namely, autograph books, pens, pencils, brochures of interest to baseball fans, bumper stickers, calendars, coasters made of paper, decals, mounted photographs, newsletters on the subject of baseball, paper pennants, printed baseball game programs, printed game tickets, baseball game schedules, posters, trading cards, stationery type portfolios and unmounted photographs

--Class 25--Clothing, namely, caps, hats, shirts, tee-shirts, golf shirts, polo shirts, sweat shirts, jackets, jerseys, athletic uniforms, shorts, infant wear and wind resistant jackets, all of the following used in connection with or for the promotion of the sport of baseball or a professional baseball team

United States	YOU HAVE TO BE THERE	2,442,700	4/10/01	Los Angeles Dodgers, Inc.
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Class(es): 41

--Class 41--Entertainment services in the nature of baseball exhibitions