

11-06-2003



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Form PTO-1594
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U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

11-303

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

1. Name of conveying party(ies):
Kraft Soccer West LLC

Individuals Association
 General Partnership Limited Partnership

Corporation
 Other - Delaware Limited Liability Company

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

2. Name and address of receiving party(ies):

Name: Major League Soccer LLC

Internal Address:
 Street Address: 110 East 42nd Street, 10th Floor
 City: New York State: New York Zip Code: 10017

Individual(s) citizenship _____
 Association _____
 General Partnership _____
 Limited Partnership _____
 Corporation _____
 Other Delaware Limited Liability Company

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 Interest Change of Name
 Other

Execution Date: December 1, 2001

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

A. Trademark Application No.(s)

Additional numbers attached? Yes No

Trademark Registration No.(s)

2496870 2553213

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

Name: Helen Bruno, Senior Legal Assistant
 Internal Address: White & Case LLP

Street Address: 1155 Avenue of the Americas
 City: New York State: New York ZIP: 10036

6. Total number of applications and registrations involved 2

7. Total fee (37 CFR 3.41): \$ 65.00
 Enclosed
 Authorized to be charged to deposit account

8. Deposit account number:
23-1705 (in case of deficiency)
 (Attach duplicate copy of this page if paying by deposit account)

11/05/2003 BYRNE 00000019 2496870

01 FE:8521
02 FE:8522

40.00 OP
25.00 OP

DO NOT USE THIS SPACE

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.*

Helen Bruno *[Signature]* November 3, 2003
 Name of Person Signing Signature Date

Total number of pages comprising cover sheet 5

OMB No. 0651-0011 (exp. 4/94)

Do not detach this portion

Mail documents to be recorded with required cover sheet information to:

Commissioner of Patents and Trademarks
Box Assignments
Washington, D.C. 20231

Public burden reporting for this sample cover sheet is estimated to average about 30 minutes per document to be recorded, including time for reviewing the document and gathering the data needed, and completing and reviewing the sample cover sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Office of Information Systems, PK2-1000C, Washington, D.C. 20231, and to the Office of Management and Budget, Paperwork Reduction Project (0651-0011), Washington, D.C. 20503.

OPR/FINANCE
NOV -3 AM 7:55

TRADEMARK ASSIGNMENT

This assignment agreement is entered into as of December 1, 2001, by and between Kraft Soccer West LLC, a Delaware limited liability company, having a principal address of One Boston Place, Boston, Massachusetts 02108 (hereinafter "Assignor"), and Major League Soccer, LLC, a Delaware limited liability company, having its principal place of business at 110 East 42nd Street, 10th Floor, New York, New York 10017 (hereinafter "Assignee").

WHEREAS, Assignor has adopted and used the trademark and service mark EARTHQUAKES in connection with professional soccer exhibitions and various related goods and services;

WHEREAS, Assignor is the record owner of the United States federal trademark and service mark registrations nos. 2496870 and 2553213 registered on October 9, 2001 and March 26, 2002, respectively (hereinafter collectively referred to as the "Registrations," and the trademark and service mark which are the subject of such registrations collectively referred to as the "Marks"); and

WHEREAS, Assignor has registered the Marks on the Principal Register of the United States Patent and Trademark Office as described on Schedule A annexed hereto;

WHEREAS, Assignor was the operator of a professional soccer team which is a member of "Major League Soccer" owned by Assignee;

WHEREAS, Assignee is desirous of receiving an assignment and confirming Assignee's ownership of any and all of Assignor's right, title and interest in and to the Marks and the Registrations thereof, and including the goodwill associated with the Marks, and;

WHEREAS, Assignor desires to transfer to Assignee and confirm Assignee's ownership of any and all right, title and interest Assignor holds in and to the Marks, as well as to the Registrations thereof and such associated goodwill;

NOW, THEREFORE, in consideration of the mutual promises and undertakings contained herein, as well as other good and valuable consideration the receipt and sufficiency of which are acknowledged by the parties hereto, Assignor and Assignee hereby agree as follows:

1. Assignor represents and warrants that, as of the date hereof, it is the record owner of the Registrations.

2. Assignor represents and warrants that, as of the date hereof, no security interest is outstanding in favor of any third party with respect to any of its rights in the Marks or the Registrations.

3. Assignor agrees to cooperate with Assignee in providing any documentation or assistance that Assignee may reasonably request in securing and perfecting the rights transferred pursuant to this Assignment Agreement.

4. Assignor does hereby assign and transfer to Assignee, its successors and assigns, and confirms Assignee's record ownership of, as of the date hereof, all of the right, title, and interest held by Assignor in and to the Marks (including but not limited to any common law rights possessed in the Marks) and the Registrations thereof, and including the goodwill associated with the Marks.

5. Assignor further assigns and transfers to Assignee and confirms Assignee's ownership of, as of the date hereof, all rights of Assignor to damages or profits, due or accrued,

arising out of past infringement of the Marks or damage or injury to the Marks or the goodwill associated therewith.

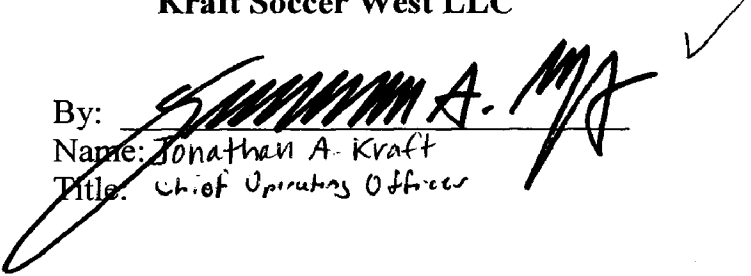
6. This Assignment Agreement is binding upon the parties hereto, as well as their respective successors, assigns, affiliates, officers, and owners, and all those acting in concert or in privity with the foregoing.

7. Each party represents and warrants to the other that the individual signing below on its behalf has done so with full authority to bind such respective limited liability company party.

8. This Trademark Assignment shall be deemed effective as of the date first set forth above.


ASSIGNOR
Kraft Soccer West LLC

Effective Date: December 1, 2001

By: 
Name: Jonathan A. Kraft
Title: Chief Operating Officer

ASSIGNEE
Major League Soccer, LLC

Effective Date: December 1, 2001

By: 
Name: John Healy
Title: Sr VP & General Counsel

Schedule A – Trademark Registrations

Trademark	Registration No.	Registration Date
EARTHQUAKES	2496870	October 9, 2001
EARTHQUAKES	2553213	March 26, 2002