

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
National Pro Fastpitch, LLC		12/30/2004	Limited Liability Company: DELAWARE

**RECEIVING PARTY DATA**

<b>Name:</b>	Pro Fastpitch Ltd.
<b>Street Address:</b>	10908 Lakeside Drive
<b>City:</b>	Orland Park
<b>State/Country:</b>	ILLINOIS
<b>Postal Code:</b>	60467
<b>Entity Type:</b>	an unincorporated, nonprofit association: COLORADO

**PROPERTY NUMBERS Total: 17**

Property Type	Number	Word Mark
Serial Number:	78431193	AKRON RACERS
Serial Number:	78507708	AKRON RACERS
Serial Number:	78431194	ARIZONA HEAT
Serial Number:	78507646	ARIZONA HEAT
Serial Number:	78488506	CALIFORNIA SUNBIRDS NATIONAL PRO FASTPITCH
Serial Number:	78507687	CALIFORNIA SUNBIRDS NATIONAL PRO FASTPITCH
Serial Number:	78187158	NATIONAL PRO FASTPITCH
Serial Number:	78187173	NATIONAL PRO FASTPITCH
Serial Number:	78431192	NEW ENGLAND RIPTIDE
Serial Number:	78507627	NEW ENGLAND RIPTIDE
Serial Number:	78431198	NEW YORK NYNJ NEW JERSEY JUGGERNAUT
Serial Number:	78507719	NEW YORK NYNJ NEW JERSEY JUGGERNAUT
Serial Number:	78431197	SACRAMENTO SUNBIRDS NATIONAL PRO FASTPITCH
Serial Number:	78431195	TEXAS THUNDER

OP \$440.00 78431193

Serial Number:	78507665	TEXAS THUNDER
Serial Number:	75583112	WPSL
Serial Number:	75583116	WPSL WOMEN'S PRO SOFTBALL LEAGUE

**CORRESPONDENCE DATA**

Fax Number: (303)292-4510  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
Phone: 303 292 2900  
Email: charles.luce@moyegiles.com  
Correspondent Name: Charles F. Luce, Jr.  
Address Line 1: 16 Market Square, 6th Floor  
Address Line 2: 1400 16th Street  
Address Line 4: Denver, COLORADO 80202-1473

NAME OF SUBMITTER:	Charles F. Luce, Jr.
Signature:	/Charles F. Luce, Jr./
Date:	02/09/2005

Total Attachments: 2  
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**TRADEMARK AND COPYRIGHT ASSIGNMENT**

THIS TRADEMARK AND COPYRIGHT ASSIGNMENT ("Trademark Assignment") is made and entered into as of December 30, 2004, between National Pro Fastpitch, LLC, a Delaware limited liability company ("Assignor") and Pro Fastpitch Ltd., an unincorporated, nonprofit association organized under the laws of the State of Colorado ("Assignee").

WHEREAS, Pursuant to the terms of a certain Asset Purchase Agreement of even date herewith (the "Agreement") by and among Assignor and Assignee, Assignor has agreed to assign to Assignee all of Seller's right, title and interest to the trademarks (the "Trademarks") set forth in Exhibit A hereto, together with the goodwill associated therewith, all copyrights related thereto (the "Copyrights") set forth in Exhibit B hereto, and all registrations and applications for registration related to the Trademarks and the Copyrights.

WHEREAS, Assignee now desires Assignor to execute and deliver to Assignee this Trademark and Copyright Assignment to effect the assignment of the Trademarks, the Copyrights, and the registrations and applications therefor, to Assignee in accordance with the Agreement.

NOW THEREFORE, for good and valuable consideration as defined in the Agreement, the receipt and sufficiency of which are hereby acknowledged:

1. Assignor hereby sells, transfers, conveys, assigns, and sets over unto Assignee, its successors and assigns, Assignor's entire right, title and interest in and to the Trademarks and the Copyrights, including, without limitation, all of Assignor's registrations and applications therefore and Assignee's right to apply for and register the Trademarks and the Copyrights, in the United States of America and all foreign jurisdictions, together with the goodwill of Assignor's business in which the Trademarks are used and symbolized by the Trademarks, all common law and statutory rights related to the Trademarks and the Copyrights, all rights of renewal and extension, and the right to recover for damages and profits for past infringements thereof, reserving nothing to Assignor.
2. Assignor represents and warrants that it has not previously made any transfer to any third party of any interest in any of the Trademarks, the Copyrights or any application or registration related thereto.
3. Assignor shall, upon request by Assignee, execute, acknowledge and deliver documents as may be reasonably requested by Assignee in order to more effectively sell, transfer, convey and assign to Assignee all of Assignor's right, title, and interest in and to the Trademarks, the Copyrights, and the applications and registrations therefor.

IN WITNESS WHEREOF, Assignor has executed this Assignment.

Assignor:  
National Pro Fastpitch, LLC

By: John Cowher III  
Name: John Cowher III  
Title: Chairman

**EXHIBIT A**

**Trademarks**

<b>Mark</b>	<b>Classes</b>	<b>App. No.</b>	<b>Reg. No.</b>
AKRON RACERS & Design	41	78431193	
AKRON RACERS & Design	25, 28	78507708	
ARIZONA HEAT & Design	41	78431194	
ARIZONA HEAT & Design	25, 28	78507646	
CALIFORNIA SUNBIRDS NATIONAL PRO FASTPITCH & Design	41	78488506	
CALIFORNIA SUNBIRDS NATIONAL PRO FASTPITCH & Design	25, 28	78507687	
NATIONAL PRO FASTPITCH & Design	16, 25, 26, 28	78187158	
NATIONAL PRO FASTPITCH & Design	41	78187173	2842945
NEW ENGLAND RIPTIDE & Design	41	78431192	
NEW ENGLAND RIPTIDE & Design	25, 28	78507627	
NEW YORK NYNJ NEW JERSEY JUGGERNAUT & Design	41	78431198	
NEW YORK NYNJ NEW JERSEY JUGGERNAUT & Design	25	78507719	
SACRAMENTO SUNBIRDS NATIONAL PRO FASTPITCH & Design	41	78431197	
TEXAS THUNDER & Design	41	78431195	
TEXAS THUNDER & Design	25, 28	78507665	
WPSL	41	75583112	2402661
WPSL WOMEN'S PRO SOFTBALL LEAGUE	41	75583116	2774285