

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Release of Security Interest		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Fleet National Bank		03/01/2005	National Banking Association:

**RECEIVING PARTY DATA**

<b>Name:</b>	Baseball Expos, L.P.
<b>Street Address:</b>	4549 Pierre de Coubertin Avenue
<b>City:</b>	Montreal
<b>State/Country:</b>	CANADA
<b>Postal Code:</b>	H1V 3N7
<b>Entity Type:</b>	LIMITED PARTNERSHIP:

**PROPERTY NUMBERS Total: 2**

Property Type	Number	Word Mark
Registration Number:	2739388	YOUPPI!
Registration Number:	2839340	

**CORRESPONDENCE DATA**

Fax Number: (212)492-0413  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*

Phone: 212-373-3413  
 Email: dgoldstein@paulweiss.com  
 Correspondent Name: Doron Goldstein  
 Address Line 1: 1285 Avenue of the Americas  
 Address Line 2: Paul, Weiss, Rifkind, Wharton & Garrison  
 Address Line 4: New York, NEW YORK 10019

**DOMESTIC REPRESENTATIVE**

Name:  
 Address Line 1:  
 Address Line 2:

CH \$65.00 2739388

Address Line 3:

Address Line 4:

NAME OF SUBMITTER:

Doron Goldstein

Signature:

/dsg/

Date:

03/14/2005

Total Attachments: 5

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March 1, 2005

Fleet National Bank  
100 Federal Street, 9th Floor  
Mail Stop MADE 10009C  
Boston, Massachusetts 02110  
Attn: Peter Dorfman

Dear Peter:

Reference is hereby made to (i) the Amended and Restated Credit Agreement, dated as of March 31, 2004, among Baseball Expos, L.P. (the "Borrower"), Fleet National Bank, as Administrative Agent and as Collateral Agent, and the various Lenders from time to time party thereto (as amended, supplemented or otherwise modified from time to time, the "Credit Agreement"); (ii) the Amended and Restated Security Agreement, dated as of March 31, 2004, by the Borrower in favor of Fleet National Bank, as Collateral Agent for each of the Secured Parties referred to in the Credit Agreement (as amended, supplemented or otherwise modified from time to time, the "Security Agreement"); (iii) the Deed of Movable Hypothec, in notarial form, dated as of June 28, 2002, executed by the Borrower in favor of the Lenders (as amended, supplemented or otherwise modified from time to time, the "Canadian Security Agreement"); (iv) the Amended and Restated Trademark Collateral Security and Pledge Agreement, dated as of March 31, 2004, by the Borrower in favor of Fleet National Bank, as Collateral Agent for each of the Secured Parties referred to in the Credit Agreement (as amended, supplemented or otherwise modified from time to time, the "Trademark Security Agreement"); and (v) the Canadian IP Security Acknowledgement, dated as of June 28, 2002, executed by the Borrower (the "Canadian IP Security Acknowledgement"). Capitalized terms used herein but not otherwise defined herein shall have the meaning assigned to them in the Credit Agreement.

In connection with the move of our franchise from Montreal to Washington, D.C., as previously approved by the Collateral Agent, we plan to sell or dispose of certain non-material, obsolete assets in the ordinary course of our business, pursuant to Section 6.4(a) of the Credit Agreement, Section 10 of the Security Agreement

and Section 5.3 of the Canadian Security Agreement, including all of our rights, title and interest in the trademarks for the Youppi mascot name and the trademark and copyright rights in the Youppi mascot costume and designs (except any portion of such costume or designs that comprise other trademark or copyright rights of the Borrower) and certain trademark registrations therefor (the "Youppi Assets").

Pursuant to Section 26(b) of the Security Agreement, Section 5.3 of the Canadian Security Agreement and Section 2.3 of the Trademark Security Agreement, the Borrower hereby requests that the Collateral Agent and the Secured Parties release, at the expense of the Borrower, and the Collateral Agent and the Secured Parties hereby release and discharge all Liens on the Youppi Assets, including, without limitation, the following trademark registrations: (a) Canadian trademark registration serial number TMA251,948, (b) Canadian trademark registration serial number TMA384,392, (c) Canadian trademark registration serial number TMA506,961, (d) Canadian trademark registration serial number TMA334,532, (e) Canadian trademark registration serial number TMA315,136, (f) United States trademark registration serial number 2,739,388 and (g) United States trademark registration serial number 2,839,340 (collectively, the "Youppi Trademark Registrations").

The Collateral Agent and the Secured Parties hereby agree to execute and deliver to the Borrower all UCC financing statement terminations, applications for discharge, registration forms, releases and other documents reasonably necessary for the release and discharge of any Lien on the Youppi Assets (including the Youppi Trademark Registrations) including, without limitation, the execution and delivery of releases and discharges in respect of the recordation of the security interests in the Youppi Trademark Registrations previously made in the U.S. Patent and Trademark Office, the Canadian Intellectual Property Office or any other applicable intellectual property registries. In addition, each of the Collateral Agent and the Secured Parties hereby authorize the Borrower to prepare and file such termination statements, applications for discharge, registration forms and releases, each in form and substance approved in advance by the Collateral Agent, on its behalf.

Each of the Collateral Agent and the Secured Parties hereby undertakes not to file a notice of preservation of security with respect to the Youppi Assets and the Canadian Security Agreement and waives its right to do so.

The Collateral Agent and the Secured Parties hereby agree that the Borrower shall have the power and authority to amend the Annex to the Canadian IP Security Acknowledgement and Schedule 4.17 of the Credit Agreement to delete any references to the Youppi Trademark Registrations therefrom.

The Borrower hereby represents and warrants to the Collateral Agent and the Secured Parties that as of the date hereof, no Event of Default has occurred or is continuing.


Please acknowledge receipt of this letter agreement and indicate your acceptance of and agreement with the terms hereof by executing the same below and returning the same to our attention at your earliest convenience.

[Signature Page Follows]

IN WITNESS WHEREOF, the undersigned has executed this letter agreement as of the date first written above.

BASEBALL EXPOS, L.P.

By: Baseball Expos GP, Inc.,  
its General Partner

By:   
Name: ANTONIO G. TAVARES  
Title: PREZIDENT

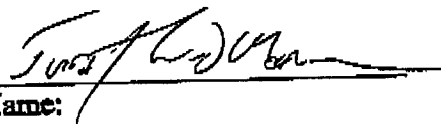
Acknowledged, Accepted and Agreed:

FLEET NATIONAL BANK,  
as Collateral Agent

By: \_\_\_\_\_  
Name:  
Title:

BASEBALL FINANCE LLC,  
as Secured Party

By: Baseball Finance, Inc.

By:   
Name:  
Title:

IN WITNESS WHEREOF, the undersigned has executed this letter agreement as of the date first written above.

BASEBALL EXPOS, L.P.

By: Baseball Expos GP, Inc.,  
its General Partner

By: \_\_\_\_\_  
Name:  
Title:

Acknowledged, Accepted and Agreed:

FLEET NATIONAL BANK,  
as Collateral Agent

By: *Peter Dorfman*  
Name: *Peter Dorfman*  
Title: *Managing Director*

BASEBALL FINANCE LLC,  
as Secured Party

By: Baseball Finance, Inc.

By: \_\_\_\_\_  
Name:  
Title: