

12-15-2004

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To the Director of the U.S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of Conveying Party(ies)/Execution Date(s):  
**Alliance Soccer Resources, Inc.**

Individual(s)                       Association  
 General Partnership               Limited Partnership  
 Corporation - State  
 Other \_\_\_\_\_

Citizenship (see guidelines) Pennsylvania  
Execution Date(s) December 8, 2004  
Additional name(s) of conveying party(ies) attached?  Yes  No

2. Name and address of receiving party(ies):  
 Yes  
 No  
Additional Names, addresses or citizenship attached?  
Name: Riverhounds Football Club LLC  
Internal Address: \_\_\_\_\_  
Street Address: One Washington Federal Way  
City: Washington  
State: Pennsylvania  
Country: United States Zip: 15301  
 Association                      Citizenship \_\_\_\_\_  
 General Partnership              Citizenship \_\_\_\_\_  
 Corporation                      Citizenship \_\_\_\_\_  
 Other LLC                      Citizenship Pennsylvania  
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)

2. Nature of conveyance:  
 Assignment                       Merger  
 Security Agreement               Change of Name  
 Other \_\_\_\_\_

4. Application number(s) or registration number(s) and identification of description of the Trademark.  
A. Trademark Application No.(s) \_\_\_\_\_  
B. Trademark Registration No.(s) 2,447,149  
Additional numbers attached?  Yes  No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown) \_\_\_\_\_

2. Name and address to whom correspondence concerning document should be mailed:  
Name: William P. Smith, Esquire, DKW Law Group, LLC  
Internal Address: \_\_\_\_\_  
Street Address: 58<sup>th</sup> Floor, USX Tower  
600 Grant Street  
City: Pittsburgh  
State: Pennsylvania Zip: 15219  
Telephone No.: (412) 355-2600  
Facsimile No.: (412) 355-2609  
Email Address: wsmith@dkwlaw.com

6. Total number of applications and registrations involved: 9  
7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 240.00  
 Authorized to be charged by credit card  
 Authorized to be charged to Deposit Account  
 Enclosed

8. Payment Information  
a. Credit Card Last 4 numbers \_\_\_\_\_  
Expiration Date \_\_\_\_\_  
b. Deposit Account No. 50-0287  
Authorized User Name William P. Smith

9. Signature: William P. Smith                      December 8, 2004  
Signature                      Date  
William P. Smith, Registration No. 34,931  
Total number of pages including cover sheet, attachments, and documents: 7

Documents to be recorded (including cover sheet) should be faxed to (703) 306-5995, or mailed to:  
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

12/14/2004 ECOOPER 00000065 500287 2447149

01 FC:8521 40.00 DA  
02 FC:8522 200.00 DA

TRADEMARK  
REEL: 003091 FRAME: 0981

Recordation Form Cover Sheet Continuance of Section 4B

Serial Number	Registration Number	Description of Word Mark or Design
75/979,907	2,414,787	Miscellaneous Design (Riverhounds Logo)
75/891,546	2,518,492	HOUNDS
75/712,018	2,443,369	PITTSBURGH RIVERHOUNDS
75/711,754	2,610,137	PITTSBURGH RIVERHOUNDS
75/603,871	2,607,801	Miscellaneous Design (Riverhounds Logo)
75/603,868	2,402,710	Miscellaneous Design (Riverhounds Logo)
75/595,711	2,605,132	RIVERHOUNDS
75/595,533	2,394,167	RIVERHOUNDS

**ASSIGNMENT OF INTELLECTUAL PROPERTY**

This Agreement, entered into as of December 8, 2004 ("*Effective Date*") is by and between **Alliance Soccer Resources, Inc.**, a Pennsylvania corporation with a principal place of business at River Park Commons II, 2425 Sidney Street, Pittsburgh, Pennsylvania 15203 ("*Assignor*"), and **Riverhounds Football Club, LLC**, a Pennsylvania limited liability company with a principal place of business at One Washington Federal Way, Washington, Pennsylvania 15301, its successors and assigns ("*Assignee*").

Whereas, in accordance with the terms and conditions of an Asset Purchase Agreement dated as of an even date herewith, the Assignor is selling certain assets and related business to Assignee and as part of such sale Assignor wishes to assign to Assignee all right, title and interest in and to the intellectual property specified in Section 1 below, and the Exhibit referenced therein; and

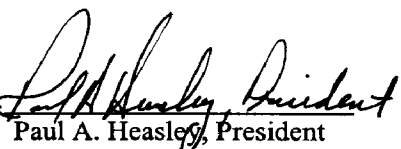
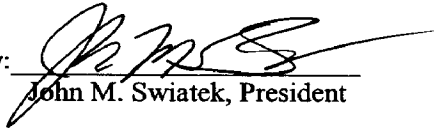
Whereas, Assignee wishes to accept such assignment;

Now Therefore, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties agree as follows:

1. Assignor hereby assigns to Assignee, and Assignee hereby accepts, all rights, title and interest in and to the trademarks and trade names specified in Exhibit A, including the goodwill of the business symbolized by such marks.

2. This Agreement is made subject to, and with the benefit of, the respective representations, warranties, covenants, terms, conditions, limitations, and other provisions of the Asset Purchase Agreement, including Article VIII thereof.

**IN WITNESS WHEREOF**, the parties hereto are duly authorized to and do hereby execute this Agreement as of the Effective Date.

<b>ASSIGNOR :</b>  <b>Alliance Soccer Resources, Inc.</b>  By:  Paul A. Heasley, President	<b>ASSIGNEE:</b>  <b>Riverhounds Football Club, LLC</b>  By:  John M. Swiatek, President
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ACKNOWLEDGEMENT:

COMMONWEALTH OF PENNSYLVANIA :  
COUNTY OF ALLEGHENY : : ss.

I, MARGARET A. KOROMAU, a Notary Public, in and for the State and County aforesaid, do hereby certify that on this \_\_\_ day of December, 2004, appeared before me, Paul A. Heasley, acknowledged said instrument to be his free act and deed.

Subscribed and sworn to before me this \_\_\_ day of December, 2004.

Margaret A Koromau  
Notary Public

Seal

My Commission Expires:

**Notarial Seal**  
Margaret A. Koromau, Notary Public  
City of Pittsburgh, Allegheny County  
My Commission Expires Apr. 18, 2005  
Member, Pennsylvania Association of Notaries

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ACKNOWLEDGEMENT:

COMMONWEALTH OF PENNSYLVANIA :  
COUNTY OF ALLEGHENY : : ss.

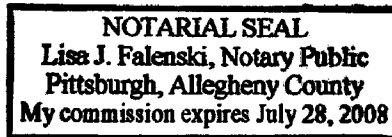
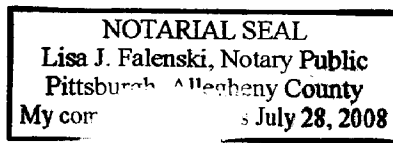
I, Lisa J. Falenski, a Notary Public, in and for the State and County aforesaid, do hereby certify that on this 8<sup>th</sup> day of December, 2004, appeared before me, John M. Swiatek, acknowledged said instrument to be his free act and deed.

Subscribed and sworn to before me this 8<sup>th</sup> day of December, 2004.

Lisa J. Falenski  
Notary Public

Seal

My Commission Expires: 7/28/08



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**Exhibit A**  
**to**  
**Assignment of Intellectual Property**

**Schedule of Trademarks or Service Marks or Trade Names**

<b>Serial Number</b>	<b>Registration Number</b>	<b>Description of Word Mark or Design</b>
75979910	2447149	"Riverhounds"
75979907	2414787	The Riverhound drawing/logo
75891546	2518492	"Hounds"
75712018	2443369	"Pittsburgh Riverhounds"
75711754	2610137	"Pittsburgh Riverhounds"
75603871	2607801	The Riverhound drawing/logo
75603868	2402710	The Riverhound drawing/logo
75595711	2605132	"Riverhounds"
75595533	2394167	"Riverhounds"
76479443	Dead - abandoned	Pittsburgh Riverhounds Youth Development Member w/ Riverhounds drawing and logo

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