

**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		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Asheville Tourist Baseball Club, Inc.		10/07/2005	CORPORATION: NORTH CAROLINA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Palace Baseball, LLC		
<b>Street Address:</b>	401 Channelside Drive		
<b>City:</b>	Tampa		
<b>State/Country:</b>	FLORIDA		
<b>Postal Code:</b>	33602		
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: NORTH CAROLINA		
<b>PROPERTY NUMBERS Total: 6</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Serial Number:	78620096	A	
Serial Number:	78219389	ASHEVILLE TOURISTS BASEBALL CLUB	
Serial Number:	74680553	ASHEVILLE TOURISTS	
Serial Number:	74680552	A	
Serial Number:	74499950	THIRSTY THURSDAY	
Serial Number:	74317966	ASHEVILLE TOURISTS	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(813)229-4133		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Email:</b>	trademarks@carltonfields.com		
<b>Correspondent Name:</b>	C. Douglas McDonald		
<b>Address Line 1:</b>	P.O. Box 3239		
<b>Address Line 4:</b>	Tampa, FLORIDA 33601-3239		
<b>ATTORNEY DOCKET NUMBER:</b>	46742/26767		

CH \$165.00 78620096

NAME OF SUBMITTER:	C. Douglas McDonald
Signature:	/C. Douglas McDonald/
Date:	01/26/2006
Total Attachments: 2 source=Baseball Assignment 2#page1.tif source=Baseball Assignment 2#page2.tif	

## ASSIGNMENT OF TRADEMARKS

**WHEREAS, Asheville Tourist Baseball Club, Inc.** ("Assignor"), a North Carolina corporation, owns the trademarks and the trademark registrations listed on Schedule A hereto (the "Marks and Registrations"); and

**WHEREAS, Palace Baseball, LLC** ("Assignee"), a North Carolina limited liability company, has entered in an Asset Purchase Agreement with Assignor, dated as of June 28, 2005 (the "Agreement"), to acquire, *inter alia*, the Marks and Registrations.

**NOW THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor hereby assigns unto Assignee any and all right title and interest in and to the Marks and Registrations, together with the goodwill of the business symbolized by the Marks and Registrations, with such representations and warranties set forth in the Agreement, which representations and warranties shall survive the delivery of this Assignment; and


**FURTHER**, Assignor agrees that it will, without demanding any further consideration therefor, at the request and cost of Assignee, perform all lawful and just acts that may be necessary for or convenient to carrying out this Assignment in full, including the execution and acknowledgements of instruments that may be or may become necessary for sustaining, reissuing, or disclaiming the Marks and Registrations; and

**FURTHER**, Assignor agrees that it will cease all use of the Marks and Registrations, except as requested or consented to by Assignee.

This Assignment is executed and delivered this 7<sup>th</sup> day of October, 2005.

**ASHEVILLE TOURIST BASEBALL CLUB, INC.**

By: \_\_\_\_\_

  
President  
10/7/2005

SCHEDULE "A"

MARK	SERIAL NO.	REGISTRATION NO.
A and DESIGN	78/620,096	
ASHEVILLE TOURISTS BASEBALL CLUB and DESIGN	78/219,389	2,881,428
ASHEVILLE TOURISTS	74/680,553	2,029,636
A and DESIGN	74/680,552	2,045,402
THIRSTY THURSDAY	74/499,950	1,887,537
ASHEVILLE TOURISTS and DESIGN	74/317,966	1,774,224

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