

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Ninth Inning Sports Concepts, LLC		02/11/2005	LIMITED LIABILITY COMPANY: COLORADO
RECEIVING PARTY DATA			
Name:	Clubhouse Sports Corporation		
Street Address:	18695 East Stage Run Road		
City:	Parker		
State/Country:	COLORADO		
Postal Code:	80134		
Entity Type:	CORPORATION: COLORADO		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	76614318	OLD SCHOOL BURGERS	
CORRESPONDENCE DATA			
Fax Number:	(215)864-9260		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	215 864 8207		
Email:	bischoff@ballardspahr.com		
Correspondent Name:	Jamie B. Bischoff		
Address Line 1:	1735 Market Street, 51st Floor		
Address Line 4:	Philadelphia, PENNSYLVANIA 19103		
ATTORNEY DOCKET NUMBER:	092070		
NAME OF SUBMITTER:	Jamie B. Bischoff		
Signature:	/Jamie B. Bischoff/		
Date:	06/05/2006		

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Total Attachments: 6

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ASSET PURCHASE AGREEMENT

THIS AGREEMENT is made this 11 day of February, 2005 by and between Ninth Inning Sports Concepts, LLC, a Colorado limited liability company (the "Seller"), and Clubhouse Sports Corporation, a Colorado corporation (the "Purchaser");

The Seller desires to sell to the Purchaser, and the Purchaser desires to purchase from the Seller, all of the assets owned by the Seller; and

In consideration of the mutual promises and covenants contained herein, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

I. SALE OF ASSETS

(a) Sale of Assets. The Seller shall sell, assign, transfer and deliver to the Purchaser, and the Purchaser shall purchase and accept at the Closing (as hereinafter defined), all of the assets and properties of the Seller of every kind and description, tangible and intangible (the "Assets").

II. PURCHASE PRICE

2.1 Purchase Price. The purchase price of the Assets shall be 929,462 shares of Purchaser's no par common stock (the "Shares"). The Purchase Price shall be paid by the Purchaser to the Seller at the closing of the transaction contemplated by this Agreement (the "Closing") by Purchaser's delivery of a certificate to Seller evidencing the Shares at the Closing.

III. LIABILITIES

3.1 Liabilities. The Purchaser shall assume and be liable for all liabilities and obligations of the Seller except for those liabilities and obligations set forth on Exhibit "A."

IV. REPRESENTATIONS & WARRANTIES OF THE SELLER

The Seller represents and warrants to the Purchaser as follows:

4.1 Organization And Authorization. The Seller is a limited liability company duly organized and validly existing, and in good standing, under the laws of the State of Colorado. This Agreement has been duly authorized by the members and managers of the Seller and constitutes the valid and legally binding obligation of the Seller enforceable in accordance with its terms and conditions.

4.2 Enforceability. This Agreement constitutes the valid and legally binding obligation of the Seller enforceable in accordance with its terms and conditions. Nothing contained in this Agreement conflicts with or constitutes a breach of any other agreement or obligation to which the Seller or the Assets is subject.

V. REPRESENTATIONS AND WARRANTIES OF THE PURCHASER

The Purchaser represents and warrants to the Seller as follows:

5.1 Organization And Authorization. The Purchaser is a corporation duly organized and validly existing, and in good standing, under the laws of the State of Colorado. This Agreement has been duly authorized by the Board of Directors of the Purchaser and constitutes the valid and legally binding obligation of the Purchaser enforceable in accordance with its terms and conditions. Nothing contained in this Agreement conflicts with or constitutes a breach of any other agreement or obligation to which the Purchaser is subject.

5.2 Enforceability. This Agreement constitutes the valid and legally binding obligation of the Purchaser enforceable in accordance with its terms and conditions.

5.3 The Shares. At Closing, the Shares will have been duly authorized, validly issued and will be fully paid and non-assessable and free of preemptive rights.

VI. PURCHASER'S CONDITIONS

The obligations of the Purchaser under this Agreement are subject to the satisfaction prior to the Closing of the following conditions:


6.1 Representations and Warranties. The representations and warranties of the Seller set forth in Article IV hereof shall be true and correct in all material respects as if made on the date of the Closing.

VII. SELLER'S CONDITIONS

The obligations of the Seller under this Agreement are subject to the satisfaction prior to the Closing of the following conditions:

7.1 Representations and Warranties. The representations and warranties of the Purchaser set forth in Article V hereof shall be true and correct in all material respects as if made on the date of the Closing.

VIII. CLOSING

 The Closing of the sale and the purchase of the Assets shall take place on February ~~10~~¹¹, 2005 at such location as the Seller and the Purchaser may agree. At the Closing, the Seller shall execute and deliver a bill of sale and such other documents of transfer as are necessary to transfer the ownership of the Assets to the Purchaser and the Purchaser shall deliver the Purchase Price provided for hereunder. The Seller and the Purchaser shall after the Closing also execute and deliver such other documents and instruments and take such other actions as either may reasonably from time to time request in order to carry out the terms and intention of this Agreement.

IX. INDEMNIFICATION

9.1 Survival of Representations and Warranties. The representations and warranties of the Seller and the Purchaser shall survive the Closing and continue in full force and effect during a period of one year thereafter.

9.2 Indemnification by the Seller. The Seller shall indemnify the Purchaser against any loss, cost, expense, damage or liability incurred or sustained by the Purchaser with respect to or arising out of any material breach of any representation or warranty made by the Seller in this Agreement or failure by the Seller in any material respect to perform or comply with any covenant or agreement made by it in or pursuant to this Agreement.

9.3 Indemnification by the Purchaser. The Purchaser shall indemnify the Seller against any loss, cost, expense, damage or liability incurred or sustained by the Seller with respect to or arising out of any material breach of any representation or warranty made by the Purchaser in this Agreement or failure by the Purchaser in any material respect to perform or comply with any covenant or agreement made by it in or pursuant to this Agreement.

X. MISCELLANEOUS

10.1 Assignment. The Purchaser may assign its rights and obligations under this Agreement to a corporation or other entity owned by it.

10.2 Entire Agreement. This Agreement contains the entire understanding of the parties with regard to the subject matter hereof and no warranties, representations, promises or agreements have been made between the parties other than as expressly herein set forth. This Agreement supersedes any previous agreement or understanding and cannot be modified except in writing by all of the parties hereto.


10.3 Binding Effect. Upon execution, this Agreement shall be binding and fully enforceable and shall inure to the benefit of the parties hereto, their assigns, successors, personal representatives and heirs.

10.4 Execution. This Agreement may be executed in counterparts by facsimile.

IN WITNESS WHEREOF, the parties have executed this Agreement effective as of the date first set forth above.


SELLER:

NINTH INNING SPORTS CONCEPTS, LLC,
a Colorado limited liability company

By: 
Bradford Snedeker, Manager

PURCHASER:

CLUBHOUSE SPORTS CORPORATION,
a Colorado corporation

By: 
Bradford Snedeker, President

SCHEDULE A

SERIAL NUMBER

OWNER

TRADEMARK

SN 76614318

NINTH INNING SPORTS CONCEPTS, LLC

OLD SCHOOL BURGERS