

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
Baseball Expos, L.P.		07/24/2006	LIMITED PARTNERSHIP: DELAWARE

RECEIVING PARTY DATA

Name:	Washington Nationals Baseball Club, LLC
Street Address:	2400 East Capital Street S.E.
City:	Washington
State/Country:	DISTRICT OF COLUMBIA
Postal Code:	20003
Entity Type:	LIMITED LIABILITY COMPANY: DISTRICT OF COLUMBIA

PROPERTY NUMBERS Total: 32

Property Type	Number	Word Mark
Serial Number:	73818064	HARRISBURG SENATORS
Serial Number:	73747648	HARRISBURG SENATORS
Serial Number:	78520877	NATIONALS
Serial Number:	78520879	NATIONALS
Serial Number:	78520880	NATIONALS
Serial Number:	78520881	NATIONALS
Serial Number:	78520882	NATIONALS
Serial Number:	78520888	DC
Serial Number:	78520870	DC
Serial Number:	78520871	DC
Serial Number:	78520872	DC
Serial Number:	78520875	DC
Serial Number:	78520864	W

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Serial Number:	78520861	W
Serial Number:	78977055	W
Serial Number:	78520866	W
Serial Number:	78520868	W
Serial Number:	78520869	W
Serial Number:	78520886	WASHINGTON NATIONALS
Serial Number:	78520850	WASHINGTON NATIONALS
Serial Number:	78520851	WASHINGTON NATIONALS
Serial Number:	78976661	WASHINGTON NATIONALS
Serial Number:	78520855	WASHINGTON NATIONALS
Serial Number:	78520858	WASHINGTON NATIONALS
Serial Number:	78520969	WASHINGTON NATIONALS DC
Serial Number:	78520968	WASHINGTON NATIONALS DC
Serial Number:	78520967	WASHINGTON NATIONALS DC
Serial Number:	78520966	WASHINGTON NATIONALS DC
Serial Number:	78520963	WASHINGTON NATIONALS DC
Serial Number:	78831761	WASHINGTON SENATORS
Serial Number:	75906706	SENATORS
Serial Number:	73764422	W

CORRESPONDENCE DATA

Fax Number: (212)575-0671
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 212-790-9200
Email: TRADEMARK@CLL.COM
Correspondent Name: Heather L. Jensen, Esq.
Address Line 1: 1133 Avenue of the Americas
Address Line 2: Cowan, Liebowitz & Latman, P.C.
Address Line 4: New York, NEW YORK 10036

ATTORNEY DOCKET NUMBER:	EXPOS/NATIONALS 21307068
NAME OF SUBMITTER:	Heather L. Jensen
Signature:	/Heather L. Jensen/
Date:	08/29/2006

Total Attachments: 7
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INTELLECTUAL PROPERTY ASSIGNMENT

THIS INTELLECTUAL PROPERTY ASSIGNMENT, dated as of July 24, 2006 (this "Assignment"), is by and between Baseball Expos, L.P., a Delaware limited partnership ("Assignor"), and Washington Nationals Baseball Club, LLC, a District of Columbia limited liability company ("Assignee"). Capitalized terms used herein and not otherwise defined herein shall have the meanings set forth in the Asset Purchase Agreement (as hereinafter defined).

WHEREAS, subject to the terms and conditions set forth in that certain Asset Purchase Agreement, dated as of April 24, 2006, between Assignor and Assignee (as the same has been amended, modified or supplemented from time to time, the "Asset Purchase Agreement"), Assignor has agreed to sell, assign, transfer, convey and deliver to Assignee, free and clear of any Liens (other than Permitted Liens), and Assignee has agreed to purchase or assume, as the case may be, all of the Purchased Assets, including, without limitation, all Intellectual Property owned by Assignor and used by Assignor in, or incidental to the operation of, the Business, excluding (a) any such Intellectual Property that constitutes an Excluded Asset under the terms of the Asset Purchase Agreement and (b) for the sake of clarity, any Intellectual Property that is used in, or incidental to the operation of, the Business that is owned by any MLB Entity (other than Assignor), including, without limitation, Major League Baseball Properties, Inc. (the Intellectual Property being conveyed under the terms of the Asset Purchase Agreement hereinafter collectively referred to as the "Purchased IP"); and

WHEREAS, the terms and conditions of the Asset Purchase Agreement require Assignor and Assignee to execute and deliver an assignment transferring to Assignee all of the Purchased IP.

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor and Assignee agree as follows:

1. Assignor hereby sells, assigns, transfers, conveys and delivers to Assignee, its successors and assigns, free and clear of any Liens (other than Permitted Liens), all of Assignor's right, title and interest throughout the world in and to all of the Purchased IP, including, without limitation: (a) the trademarks and service marks set forth on Schedule A attached hereto (including registrations and applications therefor and the goodwill of the Business appurtenant thereto), including the business of Assignor to which the assigned intent-to-use applications apply; (b) all income, royalties, damages and payments now due or which hereafter become due or payable in respect thereof; (c) all causes of action (in law or equity) and rights to sue, counterclaim and/or recover for past, present or future infringement thereof; and (d) all rights corresponding to the foregoing.

2. The Purchased IP is conveyed subject to any and all licenses, permissions, consents or other rights that may have been granted by Assignor or its predecessors-in-interest with respect thereto prior to the Closing Date.

3. Assignor hereby agrees, at Assignee's expense, to execute all papers and perform all other proper acts reasonably requested by Assignee or its successors or assigns to perfect or record the conveyance set forth herein.

Washington Nationals – U.S. Federal Trademark/Service Mark Registrations and Applications

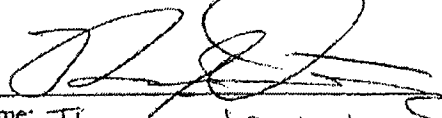
4. This Assignment shall be construed, performed and enforced in accordance with, and governed by, the laws of the United States of America and the State of New York, without giving effect to the principles of conflicts of laws thereof. In the event of any Dispute arising from the terms and conditions set forth in this Assignment, such Dispute shall be resolved in accordance with the terms and conditions set forth in the Asset Purchase Agreement, including Section 14.9 thereof.

5. This Assignment may be executed in counterparts, each of which shall be deemed a duplicate original, but both of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the undersigned have caused this Intellectual Property Assignment to be duly executed and delivered as of the date above first written.

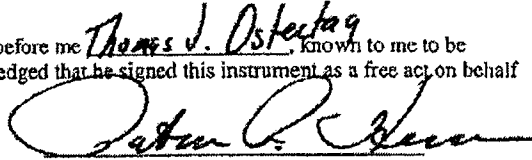
BASEBALL EXPOS, L.P.

By: Baseball Expos GP, Inc., its general partner

By: 
Name: Thomas J Ostertag
Title: Vice President

STATE OF New York
COUNTY OF New York

On this 18th day of July, 2006, personally appeared before me Thomas J. Ostertag, known to me to be Vice President of Baseball Expos, L.P., who acknowledged that he signed this instrument as a free act on behalf of Baseball Expos, L.P.



Notary Public
My commission expires: PATRICIA A. HEMM
Notary Public, State of New York
No. 24-4854290
Qualified in Nassau County
Commission Expires May 6, 2010

WASHINGTON BASEBALL CLUB, LLC

By: Nine Sports Holdings, LLC, its sole member

By: _____
Name:
Title:

IN WITNESS WHEREOF, the undersigned have caused this Intellectual Property Assignment to be duly executed and delivered as of the date above first written.

BASEBALL EXPOS, L.P.

By: Baseball Expos GP, Inc., its general partner

By: _____
Name:
Title:

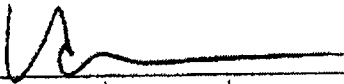
STATE OF _____)
COUNTY OF _____)

On this ____ day of July ____, 2006, personally appeared before me _____, known to me to be _____ of Baseball Expos, L.P., who acknowledged that he signed this instrument as a free act on behalf of Baseball Expos, L.P.

Notary Public
My commission expires: _____

NATIONALS
WASHINGTON BASEBALL CLUB, LLC

By: Nine Sports Holdings, LLC, its sole member

By: 
Name: Edward L. Cohen
Title: Executive Vice President,
Treasurer and Secretary

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SCHEDULE A

See Attached

Washington Nationals – U.S. Federal Trademark/Service Mark Registrations and Applications

Country: United States

<u>Mark</u>	<u>Classes</u>	<u>App. #</u>	<u>App. Dt</u>	<u>Reg. #</u>	<u>Reg. Dt</u>	<u>Status</u>
HARRISBURG SENATORS and Design 1987 Primary	21, 25	73/818,064	8/9/1989	1,789,438	8/24/1993	Registered
HARRISBURG SENATORS and Design 1987 Primary	41	73/747,648	8/22/1988	1,589,384	3/27/1990	Registered
NATIONALS (Stylized) 2004 Home Jersey	09	78/520,877	11/22/2004			Filed
NATIONALS (Stylized) 2004 Home Jersey	16	78/520,879	11/22/2004			Filed
NATIONALS (Stylized) 2004 Home Jersey	25	78/520,880	11/22/2004			Filed
NATIONALS (Stylized) 2004 Home Jersey	28	78/520,881	11/22/2004			Filed
NATIONALS (Stylized) 2004 Home Jersey	41	78/520,882	11/22/2004			Filed
Nationals DC (Stylized) 2004 Cap	09	78/520,888	11/22/2004			Filed
Nationals DC (Stylized) 2004 Cap	16	78/520,870	11/22/2004			Filed
Nationals DC (Stylized) 2004 Cap	25	78/520,871	11/22/2004			Filed
Nationals DC (Stylized) 2004 Cap	28	78/520,872	11/22/2004			Filed
Nationals DC (Stylized) 2004 Cap	41	78/520,875	11/22/2004			Filed
Nationals W (Stylized) 2004 Cap	09	78/520,864	11/22/2004			Filed
Nationals W (Stylized) 2004 Cap	16	78/520,861	11/22/2004			Filed
Nationals W (Stylized) 2004 Cap	25	78/977,055	11/22/2004			Filed
Nationals W (Stylized) 2004 Cap	25	78/520,866	11/22/2004			Filed
Nationals W (Stylized) 2004 Cap	28	78/520,868	11/22/2004			Filed
Nationals W (Stylized) 2004 Cap	41	78/520,869	11/22/2004			Filed
WASHINGTON NATIONALS	09	78/520,886	11/22/2004			Filed
WASHINGTON NATIONALS	16	78/520,850	11/22/2004			Filed
WASHINGTON NATIONALS	25	78/520,851	11/22/2004			Filed
WASHINGTON NATIONALS	25	78/976,661	9/23/2002	3,077,856	4/4/2006	Registered
WASHINGTON NATIONALS	28	78/520,855	11/22/2004			Filed
WASHINGTON NATIONALS	41	78/520,858	11/22/2004			Filed
WASHINGTON NATIONALS DC 2004 Primary	09	78/520,969	11/22/2004			Filed
WASHINGTON NATIONALS DC 2004 Primary	16	78/520,968	11/22/2004			Filed
WASHINGTON NATIONALS DC 2004 Primary	25	78/520,967	11/22/2004			Filed
WASHINGTON NATIONALS DC 2004 Primary	28	78/520,966	11/22/2004			Filed
WASHINGTON NATIONALS DC 2004 Primary	41	78/520,963	11/22/2004			Filed

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Washington Nationals – U.S. Federal Trademark/Service Mark Registrations and Applications

Country: United States

<u>Mark</u>	<u>Classes</u>	<u>App. #</u>	<u>App. Dt</u>	<u>Reg. #</u>	<u>Reg. Dt</u>	<u>Status</u>
WASHINGTON SENATORS	25	78/831,761	3/7/2006			Filed
Washington SENATORS (Stylized) 1960 Home Jersey	25	75/906,706	1/31/2000	2,494,016	10/2/2001	Registered
Washington Senators W (Stylized) 1960 Cap	25	73/764,422	11/18/1988	1,654,941	8/27/1991	Registered