

TRADEMARK ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL
EFFECTIVE DATE:	05/18/2007

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Tucson Baseball, L.L.C.		08/28/2007	LIMITED LIABILITY COMPANY: ARIZONA

RECEIVING PARTY DATA

Name:	SK Baseball LLC
Street Address:	136 East 57th Street
City:	New York
State/Country:	NEW YORK
Postal Code:	10022
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

PROPERTY NUMBERS Total: 3

Property Type	Number	Word Mark
Registration Number:	2699026	SIDEWINDERS
Registration Number:	2629614	SIDEWINDERS
Registration Number:	2387346	

CORRESPONDENCE DATA

Fax Number: (212)603-2001
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 212-603-2000
 Email: pto2@thelen.com, dka@thelen.com
 Correspondent Name: Monica B. Richman
 Address Line 1: 875 Third Avenue
 Address Line 4: New York, NEW YORK 10022

ATTORNEY DOCKET NUMBER:	607065-7 TUCSON SIDEWINDE
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NAME OF SUBMITTER:	Monica B. Richman
Signature:	/monica b. richman/
Date:	09/18/2007
Total Attachments: 4 source=Tucson Sidewinders TM Assignment#page1.tif source=Tucson Sidewinders TM Assignment#page2.tif source=Tucson Sidewinders TM Assignment#page3.tif source=Tucson Sidewinders TM Assignment#page4.tif	

TRADEMARK ASSIGNMENT

This Assignment Agreement is by and between Tucson Baseball, L.L.C. a limited liability company of the State of Arizona, with a place of business at 2919 East Broadway, Suite 200, Tucson, Arizona 85726 ("Assignor"), and SK Baseball LLC, a limited liability company of the State of Delaware, with a place of business at 136 East 57th Street, New York, New York 10022 ("Assignee").

WHEREAS, Assignor is the owner of certain trademarks and service marks identified in Exhibit A (the "Trademarks");

WHEREAS, Assignor desires to transfer all right, title and interest in and to the Trademarks to Assignee;

WHEREAS, Assignee desires to acquire all of Assignor's rights, title and interest in and to the Trademarks;

WHEREAS, Assignee is the successor to the business of Assignor in conjunction with which Assignor uses the Trademarks, pursuant to an Asset Purchase Agreement between Assignor and Assignee dated May 18, 2007 (and as subsequently amended), the transactions contemplated in which have been consummated on the date hereof.

NOW, THEREFORE, in consideration of the foregoing, Assignor does hereby irrevocably sell, assign, grant and transfer to Assignee its entire worldwide right, title and interest in and to the Trademarks, including all common law rights, and any domestic and international trademark registrations and applications, along with the goodwill of the business symbolized by the Trademarks, the same to be held and enjoyed by Assignee for its own use and enjoyment and the use and enjoyment of its successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this assignment had not been made, as assignee of its entire right, title and interest therein, and the right to sue, counterclaim, and recover for past, present and future infringement of the rights assigned or to be assigned under this Assignment.

Upon Assignee's request, Assignor will promptly take such actions (including, without limitation, the prompt execution and delivery of documents in recordable form or testifying as to any material fact or thing) as may be necessary to vest in and secure unto Assignee the full right, title and interest in and to the Trademarks and to protect and enforce the Trademarks.

Assignor hereby authorizes the Commissioner of Patents and Trademarks of the United States, and any official of any other country empowered to issue trademarks, to record this Assignment, and to issue or transfer all said trademark registrations to the Assignee as owner of all right, title and interest therein, or otherwise as the Assignee may direct, in accordance with the terms of this Assignment.

Assignor represents and warrants that Assignor has the full right to convey the entire right, title and interest herein assigned, that there are no rights, title or interests outstanding inconsistent with the rights, title and interests assigned herein, and the Assignor will not execute any instrument or grant or transfer any rights, title or interests inconsistent with the rights, title and interests assigned herein.

[The remainder of this page is intentionally left blank.]

IN WITNESS WHEREOF, this Assignment has been executed by the parties on the day and year written below.

ASSIGNOR:

TUCSON BASEBALL, L.L.C.

By:  _____

Name: *Jay Zucker*

Title: *Managing Member*

Date: *August 28, 2007*

ASSIGNEE:

SK BASEBALL LLC

By:  _____

Name: Stuart Katzoff

Title: Manager

Date: *August 28, 2007*

EXHIBIT A

Registered Marks:

Mark	Country	App. No.	Filing Date	Reg. No.	Reg. Date
SIDEWINDERS	USA	75,575,982	10/22/1998	2,699,026	3/25/2003
SIDEWINDERS and Design	USA	75,575,224	10/22/1998	2,629,614	10/8/2002
Official Cap Logo of the Tucson Sidewinders Letter S in shape of Snake	USA	75,685,784	4/16/1999	2,387,346	9/19/2000