

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
Riverhounds Football Club, LLC		04/12/2007	LIMITED LIABILITY COMPANY: UNITED STATES
RECEIVING PARTY DATA			
Name:	Riverhounds Acquisition Group, L.P.		
Street Address:	600 Iron City Drive		
City:	Pittsburgh		
State/Country:	PENNSYLVANIA		
Postal Code:	15205		
Entity Type:	LIMITED PARTNERSHIP: UNITED STATES		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	2610137	PITTSBURGH RIVERHOUNDS	
Registration Number:	2607801		
Registration Number:	2402710		
Registration Number:	2394167	RIVERHOUNDS	
Registration Number:	2518492	HOUNDS	
Registration Number:	2605132	RIVERHOUNDS	
CORRESPONDENCE DATA			
Fax Number:	(412)242-4377		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	412-242-4400		
Email:	jlc@mbm-law.net		
Correspondent Name:	Jennifer L. Cerce, Esquire		
Address Line 1:	3301 McCrady Road		
Address Line 4:	Greensburg, PENNSYLVANIA 15235		

OP \$165.00 2610137

NAME OF SUBMITTER:	Jennifer L. Cerce
Signature:	/Jennifer L. Cerce/
Date:	03/21/2008
Total Attachments: 4 source=Riverhounds Trademark Assignment#page1.tif source=Riverhounds Trademark Assignment#page2.tif source=Riverhounds Trademark Assignment#page3.tif source=Riverhounds Trademark Assignment#page4.tif	

ASSIGNMENT OF INTELLECTUAL PROPERTY

This Agreement, entered into as of April 12, 2007 ("*Effective Date*") is by and between **Riverhounds Football Club, LLC**, a Pennsylvania limited liability company ("*Assignor*"), and **Riverhounds Acquisition Group, L.P.**, a Pennsylvania limited partnership ("*Assignee*").

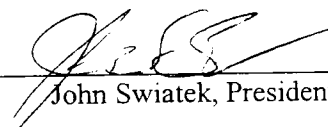
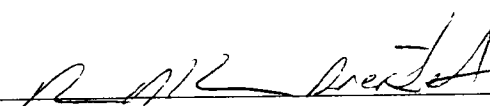
Whereas, in accordance with the terms and conditions of an Asset Purchase Agreement dated as of an even date herewith, the Assignor is selling certain assets and related business to Assignee and as part of such sale Assignor wishes to assign to Assignee all right, title and interest in and to the intellectual property specific 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.

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

<p>ASSIGNOR:</p> <p>Riverhounds Football Club, LLC</p> <p>By:  John Swiatek, President</p>	<p>ASSIGNEE:</p> <p>Riverhounds Acquisition Group, L.P.</p> <p>By: Riverhounds Acquisition Group Management, LLC</p> <p>By:  David Wilke, President</p>
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ACKNOWLEDGEMENT:

COMMONWEALTH OF PENNSYLVANIA :
: SS.
COUNTY OF ALLEGHENY :

I, Margaret Q. Bennardo, a Notary Pubic, in and for the State and County aforesaid, do hereby certify that on this 12th day of April, 2007, appeared before me, John Swiatek, who acknowledged said instrument to be his free act and deed.

Subscribed and sworn to before me this 12th day of April, 2007.

Margaret Q. Bennardo
Notary Public

[SEAL]

COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Margaret Q. Bennardo, Notary Public
City Of Pittsburgh, Allegheny County
My Commission Expires Sept. 29, 2009
Member, Pennsylvania Association of Notaries

ACKNOWLEDGEMENT:

COMMONWEALTH OF PENNSYLVANIA :
: ss.
COUNTY OF ALLEGHENY :

I, Margaret Q. Bennardo Notary Public, in and for the State and County aforesaid, do hereby certify that on this 12th day of April, 2007, appeared before me, David Wilke, who acknowledged said instrument to be his free act and deed.

Subscribed and sworn to before me this 12th day of April, 2007.

Margaret Q. Bennardo
Notary Public

[SEAL]

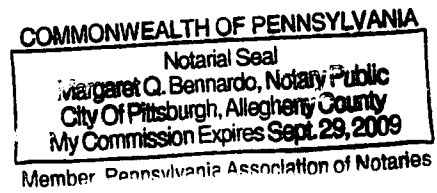


Exhibit A
 To
 Assignment of Intellectual Property

Schedule of Trademarks or Service Marks or Trade Names

Serial Number	Registration Number	Description of Word Mark or Design
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