

**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>
Stars Las Vegas, LLC		03/07/2008	LIMITED LIABILITY COMPANY: NEVADA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Las Vegas 51's LLC		
<b>Street Address:</b>	850 Las Vegas Blvd. North		
<b>City:</b>	Las Vegas		
<b>State/Country:</b>	NEVADA		
<b>Postal Code:</b>	89101		
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: NEVADA		
<b>PROPERTY NUMBERS Total: 4</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	2550177	LAS VEGAS 51S	
Registration Number:	2686561		
Registration Number:	2786217	LAS VEGAS 51S	
Registration Number:	2721349	51S	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(727)821-5819		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	727.456.1714		
<b>Email:</b>	scottpoley@milb.com		
<b>Correspondent Name:</b>	D, Scott Poley		
<b>Address Line 1:</b>	201 Bayshore Dr SE		
<b>Address Line 4:</b>	St. Petersburg, FLORIDA 33701		
<b>NAME OF SUBMITTER:</b>	D. Scott Poley		
<b>Signature:</b>	/d. scott poley/		

OP \$115.00 2550177

Date:

07/30/2008

**Total Attachments: 3**

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## TRADEMARK ASSIGNMENT AGREEMENT

THIS TRADEMARK ASSIGNMENT AGREEMENT (this "Agreement") is entered into effective as of the 27<sup>th</sup> day of March, 2008 by and between STARS LAS VEGAS, LLC, a Nevada limited liability company ("Assignor"), in favor of LAS VEGAS 51'S LLC, a Nevada limited liability company ("Assignee").

### RECITALS

A. Assignor and Assignee are parties to that certain Asset Purchase Agreement dated November 19, 2007 (the "Asset Purchase Agreement"). All capitalized terms used herein but not otherwise defined shall have the meanings set forth in the Asset Purchase Agreement.

B. Assignor is the sole owner in connection with the Business of the entire right, title and interest in and to the name and marks used in any form, format, style or design, as well as all goodwill and rights associated therewith, at common law or otherwise, including the United States federal trademark registrations identified on Exhibit "A" attached hereto and incorporated herein by this reference (collectively, the "Marks").

C. Assignor desires to sell, transfer and assign to Assignee, and Assignee is desirous of acquiring from Assignor, any and all rights that Assignor has in and to the Marks and the registrations therefor, together with the goodwill of the Business with which the Marks are used and which are symbolized by the Marks, along with the right to recover damages and profits for past infringement thereof.

### AGREEMENT

**NOW, THEREFORE**, in consideration of the foregoing, the valuable consideration set forth in the Asset Purchase Agreement, and other good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby acknowledged by Assignor by its execution hereof, the parties agree as follows:

1. **Assignment.** Assignor hereby sells, transfers and assigns to Assignee Assignor's entire right, title and interest in and to the Marks, as well as its entire right, title and interest in and to the registrations of the Marks heretofore granted or applied for, any and all common law rights to the Marks in the United States and any state thereof and in any country in the world, in all of their respective forms, together with all of the goodwill of the Business in connection with which the Marks are used and which are symbolized by the Marks, along with the right to recover for damages and profits from past infringements thereof.

2. **Recording.** Assignor does hereby expressly agree that Assignee may singly, and without assistance or consent from Assignor, undertake procedures to record the transfer of the Marks to Assignee in the United States Patent and Trademark Office or other applicable agency or governmental entity in any country in the world.

3. **Further Assurances.** Assignor covenants and agrees that it will, whenever so requested by Assignee, execute and deliver such further instruments and perform any other reasonable acts that Assignee may require as may be necessary or convenient for vesting in Assignee the full benefit of all of the rights and premises hereby assigned and provide evidence to support any of the foregoing in the event such evidence is in the possession or control of Assignor.

4. **Right to File for Registration.** Assignor hereby transfers, grants, conveys, and assigns to Assignee the sole and unencumbered right to file for and obtain worldwide registrations for any or all of the Marks, in any or all of its respective forms, in any and all trademark and service mark classes and categories as are applicable.

5. **Effective Date.** It is the intent of the parties that this Agreement shall be executed and delivered on the Closing Date and in connection with the Closing of the transactions contemplated by the Asset Purchase Agreement. Notwithstanding anything herein to the contrary, nothing herein shall in any way modify, vary or enlarge the promises, agreements, representations and warranties of the parties as set forth in the Asset Purchase Agreement.

6. **Counterpart Electronic Execution.** This Agreement may be executed in counterparts and/or in several duplicates, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Facsimile and electronic signatures shall be accepted as originals.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives on the date first above written.

"Assignor"

STARS LAS VEGAS, LLC,  
a Nevada limited liability company

By:

  
Jim Bailey, Chief Financial Officer

"Assignee"


LAS VEGAS 51'S LLC,  
a Nevada limited liability company

By: Stevens Baseball Group LLC  
it's Manager

By: Aces Baseball LLC  
it's Manager

By: Sersa II LLC  
it's Manager

By:

  
Drew P. Dondero, Manager

2. **Recording.** Assignor does hereby expressly agree that Assignee may singly, and without assistance or consent from Assignor, undertake procedures to record the transfer of the Marks to Assignee in the United States Patent and Trademark Office or other applicable agency or governmental entity in any country in the world.

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"Assignor"

STARS LAS VEGAS, LLC,  
a Nevada limited liability company

By: \_\_\_\_\_  
Jim Bailey, Chief Financial Officer

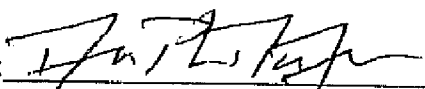
"Assignee"

LAS VEGAS 51'S LLC,  
a Nevada limited liability company

By: Stevens Baseball Group LLC  
it's Manager

By: Aces Baseball LLC  
it's Manager

By: Sersa II LLC  
it's Manager

By:   
Drew P. Dondero, Manager