

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

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|----------------------------------|--|-----------------------|-----------------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | Trademarks | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| Carolina Baseball, Inc. | | 04/22/2005 | CORPORATION: NORTH CAROLINA |
| RECEIVING PARTY DATA | | | |
| Name: | Smith Family Baseball, LLC | | |
| Street Address: | P.O. Box 64 | | |
| City: | Kannapolis | | |
| State/Country: | NORTH CAROLINA | | |
| Postal Code: | 28082 | | |
| Entity Type: | LIMITED LIABILITY COMPANY: DELAWARE | | |
| PROPERTY NUMBERS Total: 3 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 2761771 | K | |
| Registration Number: | 2691205 | K | |
| Registration Number: | 2827682 | K | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | (727)821-5819 | | |
| | <i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i> | | |
| Phone: | 727.456.1714 | | |
| Email: | scottpoley@milb.com | | |
| Correspondent Name: | D. Scott Poley | | |
| Address Line 1: | 201 Bayshore Dr. SE | | |
| Address Line 4: | St. Petersburg, FLORIDA 33701 | | |
| NAME OF SUBMITTER: | D. Scott Poley | | |
| Signature: | / d. scott poley/ | | |

OP \$90.00 2761771

Date:

02/25/2009

Total Attachments: 6

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PURCHASE AND SALE AGREEMENT

This Purchase and Sale Agreement (this "Agreement") is entered into as of November 30, 2004 by and among Smith Family Baseball, LLC, a Delaware limited liability company ("Buyer"), Carolina Baseball, Inc., a North Carolina corporation ("Seller"), Iredell Trading Company, Inc., a North Carolina corporation, O. Bruton Smith and Teresa Earnhardt (collectively, the "Seller's Shareholders" and, together with the Seller, the "Selling Parties").

Introduction

Seller is the sole owner and operator of the Kannapolis Intimidators (the "Team"), a member club of the Class A South Atlantic League of Professional Baseball Clubs, Inc. (the "SAL"). Seller's ownership and operation of the Team is referred to herein as the "Business". Seller wishes to sell, and Buyer wishes to buy, the Business, including the Purchased Assets (as defined below), on the terms and conditions set forth herein. The Seller's Shareholders are all of the owners of Seller, will derive substantial benefits from such sale and purchase, and desire that the sale to Buyer of the Business, including the Purchased Assets, be consummated as provided herein. Such sale and purchase and each other related transaction referred to herein are sometimes collectively referred to as the "Transactions".

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth, the parties hereto agree as follows:

ARTICLE I
PURCHASE AND SALE; CLOSING

Section 1.1. Purchase and Sale of Assets. Subject to the terms and conditions of this Agreement, Seller shall sell, convey, transfer, assign and deliver to Buyer at the Closing (as hereinafter defined) and Buyer will purchase from Seller free and clear of all liens, claims, mortgages, security interests, charges and encumbrances (collectively, "Liens"), the following assets of Seller (collectively, the "Purchased Assets"):

All of the business, property and assets of Seller of every kind, nature or description, including but not limited to all personal, real or mixed, tangible or intangible business, property and assets, wherever located; provided, however, that the Purchased Assets shall not include (i) Seller's revenues less operating expenses, deposits, orders, accounts, accounts receivable, prepaid expenses and other commitments (including but not limited to all payments receivable with respect to merchandise royalties), in each case directly attributable to the Team's 2004 baseball season (the "2004 Season") and all prior fiscal periods (such revenues being collectively referred to herein as the "Seller Revenues"); (ii) Seller's revenues directly attributable to payments received prior to November 30 for renting the Team's facilities for auto shows; (iii) the corporate minutes, stock records and tax returns of Seller; and (iv) the Seller's rights under this Agreement (collectively, the "Excluded Assets"), which shall each remain the property of Seller.

Without limiting the generality of the foregoing, the Purchased Assets shall include the following business, property and assets of Seller:

(a) Seller's revenues less operating expenses, deposits, orders, accounts, accounts receivable, prepaid expenses and other commitments (including but not limited to all payments received with respect to tickets and advertising), in each case directly attributable to the Team's 2005 baseball season (the "2005 Season") and any subsequent fiscal period (collectively, the "Buyer Revenues");

(b) Seller's franchise and membership in the SAL, all of the rights, privileges and benefits to which member clubs of the SAL are entitled (including, without limitation, a share of any expansion fees or other distributions) as a member of the National Association of Professional Baseball Leagues, Inc. (the "NAPBL") and any and all other franchise rights, privileges and benefits to which the Team is entitled or will be entitled;

(c) all tangible assets, including without limitation, machinery and equipment, office equipment, computer hardware and software, furniture, fixtures, inventory, merchandise, uniforms, baseballs, bats and other baseball equipment and supplies;

(d) duplicate copies of all financial, accounting and operating data and records relating to the Business, including without limitation all books, records, notes, sales and sales promotional data, advertising materials, credit information, ticket cost and pricing information, attendance records, business plans, projections, reference catalogs, payroll and personnel records and other similar property, rights and information;

(e) all of Seller's right, title and interest in and to, and licenses of, any and all trademarks (not including Seller's right, title or interest in or to, or use of, the trademarks "Kannapolis Intimidators", "Intimidator", "Intimidators", "The Intimidators", "The Intimidator" and "K" and design, which trademarks are being licensed to Buyer pursuant to the License Agreement (as defined herein) or Mr. R. Dale Earnhardt's likeness), trade names, service marks, service names, copyrights and applications for all of the foregoing, brand names, commercial and technical trade secrets, computer and electronic data processing programs and software, domain names, inventions, processes, know-how, confidential information and other proprietary property, rights and interests;

(f) all rights of Seller under all licenses, permits, leases (including, without limitation, the Lease Agreement dated as of October 19, 1994, as amended to date (the "Lease", as further extended or amended) permitting the use of Fieldcrest Cannon Stadium in the City of Kannapolis, Rowan County, North Carolina by and among the Seller, the City of Kannapolis and Rowan County), radio contracts, broadcast and cable television contracts, advertising contracts, merchandising agreements, sponsorship agreements, concessionaire agreements, souvenir agreements, parking agreements, agreements with season ticket holders and all other agreements, contracts or licenses relating to the Business, the Team or the 2005 SAL baseball season and any subsequent season;

IN WITNESS WHEREOF, the parties have executed this Agreement as a sealed instrument as of the date first above written.

SMITH FAMILY BASEBALL, LLC

By: Brad Smith
Brad Smith
President

CAROLINA BASEBALL, INC.

By: _____
Larry Hedrick
Chairman

SELLER'S SHAREHOLDERS:

IREDELL TRADING COMPANY, INC.

By: _____
Name:
Title:

Teresa Earnhardt

O. Bruton Smith

Acknowledged and agreed
solely for purposes of Sections 7.2(d) and 7.2(e):

Larry Hedrick

Signature Page to Purchase and Sale Agreement

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IN WITNESS WHEREOF, the parties have executed this Agreement as a sealed instrument as of the date first above written.

SMITH FAMILY BASEBALL, LLC

By: _____
Brad Smith
President

CAROLINA BASEBALL, INC.

By: Larry Hedrick
Larry Hedrick
Chairman

SELLER'S SHAREHOLDERS:

IREDELL TRADING COMPANY, INC.

By: Larry Hedrick
Name: LARRY S. HEDRICK
Title: PRESIDENT

Teresa Earnhardt

O. Bruton Smith

Acknowledged and agreed
solely for purposes of Sections 7.2(d) and 7.2(e):

Larry Hedrick
Larry Hedrick

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By: _____
Brad Smith
President

CAROLINA BASEBALL, INC.

By: _____
Larry Hedrick
Chairman

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IREDELL TRADING COMPANY, INC.

By: _____
Name:
Title:


Teresa Earnhardt

O. Bruton Smith

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SMITH FAMILY BASEBALL, LLC

By: _____
Brad Smith
President

CAROLINA BASEBALL, INC.

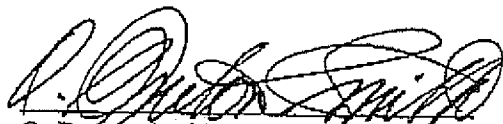
By: _____
Larry Hedrick
Chairman

SELLER'S SHAREHOLDERS:

TREDELL TRADING COMPANY, INC.

By: _____
Name:
Title:

Teresa Earnhardt


O. Branton Smith

Acknowledged and agreed
solely for purposes of Sections 7.2(d) and 7.2(e):

Larry Hedrick

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