

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Trademarks		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
New Haven Baseball, L.P.		01/24/2003	LIMITED PARTNERSHIP: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Connecticut Baseball LLC		
<b>Street Address:</b>	450 Aiken Street		
<b>City:</b>	Lowell		
<b>State/Country:</b>	MASSACHUSETTS		
<b>Postal Code:</b>	01854		
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: DELAWARE		
<b>PROPERTY NUMBERS Total: 5</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	2522828	R	
Registration Number:	2116221	R	
Registration Number:	2528762	RAVENS	
Registration Number:	2094641	NEW HAVEN RAVENS	
Serial Number:	78057946	NEW HAVEN RAVENS	
<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>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		

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Signature:	/ d. scott poley/
Date:	05/26/2009
Total Attachments: 5 source=New Haven TM Assgn#page1.tif source=New Haven TM Assgn#page2.tif source=New Haven TM Assgn#page3.tif source=New Haven TM Assgn#page4.tif source=New Haven TM Assgn#page5.tif	

## ASSET PURCHASE AGREEMENT

This Asset Purchase Agreement (the "Agreement") is entered into this 24<sup>th</sup> day of January 2003, by and between New Haven Baseball, L.P., a Delaware limited partnership ("Seller"), and Connecticut Baseball LLC, a Delaware limited liability company (the "Buyer"). Buyer and Seller are called hereinafter collectively the "Parties."

### Preliminary Statements

(A) Seller is engaged in the following businesses: (1) owning, managing and operating the New Haven Ravens (the "Team"), a Class AA Minor League Baseball franchise (the "Franchise") located in New Haven, Connecticut which is currently a member of the Eastern League of Professional Baseball Clubs, Inc. (the "EL") and affiliated with a Major League Baseball team, the Toronto Blue Jays (the "Blue Jays"), under a Player Development Contract (the "PDC") between the Team and the Blue Jays; (2) subleasing Yale Field as the home venue for the Team's games from The Baseball Foundation of Connecticut, Inc. ("BFC") which in turn leases Yale Field from Yale University under and pursuant to the Stadium Lease and Sublease (defined in Section 4.6(b)); (3) owning, managing and operating the concession stands at Yale Field including the ownership of a liquor license from the Connecticut State Liquor Control Commission ("LCC"), (4) marketing and selling merchandise and other memorabilia exploiting the Intellectual Property (defined in Section 4.17) of the Team; (5) owning, managing and operating the website(s) associated with the Team (and the domain name [www.newhavenravens.com](http://www.newhavenravens.com)), and additional activities related to each of the foregoing. The Team, the Franchise, the PDC, the Lease, the Sublease, the Parking Lot Lease, the Intellectual Property and the Seller's activities related to each of the foregoing are hereinafter referred to as the "Business" of the Seller.

(B) Buyer desires to acquire the Business together with the goodwill and substantially all of the assets of Seller, and Seller desires to sell the Business, the goodwill and the assets to Buyer, upon the terms and conditions stated herein.

Now, Therefore, in consideration of the mutual covenants, agreements, representations and warranties set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

### DEFINITIONS

The following capitalized terms shall have the meanings set forth opposite their respective names in this Agreement:

"2003 Baseball Season" shall mean the period beginning on October 1, 2002.

"Assumed Liabilities" shall have the meaning assigned in Section 1.3 of this Agreement.

"BOC" shall mean the Office of the Commissioner of Baseball.

"Baseball Approvals" shall mean the approvals of the EL and the NA to the sale of the Business to the Buyer, and which has not been disapproved by the BOC.

"Business" shall have the meaning assigned in the Recitals of this Agreement.

  
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"CIT" shall mean the "Control Interest Transfer" application used by the EL and NA in connection with an application for the sale and purchase of a Minor League Baseball franchise.

"Closing" shall have the meaning assigned in Section 2.6 of this Agreement.

"Closing Date" shall have the meaning assigned in Section 2.6 of this Agreement.

"Effective Date" shall have the meaning assigned in Section 2.6 of this Agreement.

"Escrow Agent" shall mean Sol V. Slotnik, Esq., counsel for Seller in his capacity as Escrow Agent hereunder and under the Escrow Agreement, which is attached hereto as Exhibit A and incorporated herein by reference.

"EL" shall mean "The Eastern Leagues of Professional Baseball Clubs, Inc".

"Franchise" shall have the meaning assigned in the Recitals of this Agreement.

"Good Faith Deposit" shall have the meaning assigned in Section 2.1 of this Agreement.

"LCC" shall mean the "Connecticut State Liquor Control Commission."

"MLB" means Major League Baseball, which is comprised of the National League and American League of Professional Baseball Clubs.

"NA" shall mean "The National Association of Professional Baseball Leagues, Inc.", which is the governing body of Minor League Baseball, which includes the EL and the Team.

"NA Agreement" shall mean the constitution and by-laws of the NA.

"Parking Lot Lease" shall have the meaning assigned in Section 4.6 of this Agreement.

"PBA" shall mean the agreement between MLB and the NA.

"PDC" shall mean the Player Development Contract in effect between the Team and the Toronto Blue Jays for the 2003 and 2004 baseball seasons.

"Retained Assets" shall have the meaning assigned in Section 1.2 of this Agreement.

"Stadium Lease" shall have the meaning assigned in Section 4.6 of this Agreement.

"Sublease" shall have the meaning assigned in Section 4.6 of this Agreement.

"Team" shall have the meaning assigned in the Recitals of this Agreement.

"Transferred Assets" shall have the meaning assigned in Section 1.1 of this Agreement.

ARTICLE I.  
PURCHASE AND SALE OF ASSETS

1.1 Purchase and Sale. At the Closing (as hereinafter defined), Seller agrees to sell, transfer, assign and deliver to Buyer, and Buyer agrees to purchase and accept from Seller, all of Seller's right, title

and interest in and to the Business of Seller together with all of the goodwill associated therewith as a going concern which includes without limitation all of the Transferred Assets. The "Transferred Assets" shall include all assets of Seller as of the Closing Date (excluding only the Retained Assets, if any, of Seller), including but not limited to:

- (a) the Team and the Franchise (which includes without limitation the Seller's franchise, membership and other rights in the EL and the NA, the Seller's rights to the PDC with the Toronto Blue Jays, the Seller's right to operate and play its home games in New Haven, Connecticut, and any and all other rights, powers, privileges, remedies and interests of Seller under the EL Constitution and By-Laws, the NA Agreement, and the PBA (which incorporates by reference the Major League Rules), in each case whether now existing or hereafter acquired or created and irrespective of whether reduced to writing);
- (b) all of the "Intellectual Property" of Seller (which includes without limitation all registered and unregistered trademarks, trade names, trade dress and service marks (including without limitation any and all applications and goodwill associated therewith), titles, logos, copyrights, website and domain names, banners and slogans, trade secrets, rights to own, manage and operate the Business and confidential information and know-how held by Seller and used in or applicable to the above in each case together with the goodwill appurtenant thereto), which includes without limitation trademarks with U.S. Patent & Trademark Office registration numbers 2522828, 2116221, 2528762, and 2094641, and serial number 78057946;
- (c) all equipment, computer hardware and software (and licenses therefore), furniture, fixtures (to the extent owned by Seller), materials, supplies, goods and other tangible property and assets of Seller (in "as is" condition and wherever located) applicable to the Business whether or not listed and described in Schedule 1.1(c) hereto;
- (d) all accounts receivable of Seller for the 2003 Baseball Season, which includes without limitation all accounts receivable for season tickets, sponsorships, promotions and advertisement sales (the "Accounts Receivable");
- (e) all advertising, marketing and other sale materials in Seller's possession relating to the Business;
- (f) all files, records, computer tapes and disks, databases, customer and advertiser lists, editorial materials, photographs, and other data and documents applicable to the Business;
- (g) all of the goodwill of Seller relating to the Business and Intellectual Property;
- (h) all claims, causes of action, inchoate rights, choses in action, rights under warranties, intangible rights, rights of recovery, insurance proceeds, rights of set-off, and other legal rights of whatever kind or description against anyone for the 2003 Baseball Season applicable to the Business and the Transferred Assets;
- (i) all money held in trust or distributed by any baseball-related third party (e.g., the NA or EL), of whatever nature beginning with the 2003 Baseball Season, after the Closing Date, which relate to the Business; and
- (j) all of the licenses, permits, consents, and rights.

**9. Jurisdiction and Venue; Waiver of Jury Trial.**

(a) Any legal action or proceeding with respect to this Agreement or the Escrow Amount shall be brought in the courts of the State of Connecticut or of the United States of America for Connecticut (New Haven County) and, by execution and delivery of this Escrow Agreement, each party hereto and the Escrow Agent each hereby accepts for itself and in respect of its property, generally and unconditionally, the jurisdiction of the aforesaid courts.

(b) EACH OF THE PARTIES HERETO HEREBY IRREVOCABLY WAIVES, IN CONNECTION WITH ANY SUCH ACTION OR PROCEEDING, (1) ANY OBJECTION, INCLUDING, WITHOUT LIMITATION, ANY OBJECTION TO THE LAYING OF VENUE ON THE GROUNDS OF FORUM NON CONVENIENS, WHICH IT MAY NOW OR HEREAFTER HAVE TO THE BRINGING OF ANY SUCH ACTION OR PROCEEDING IN SUCH JURISDICTION AND (2) TRIAL BY JURY.

IN WITNESS WHEREOF, each of the parties hereto by their duly authorized agents and Escrow Agent have executed this Escrow Agreement on the day and year first above written.

**NEW HAVEN BASEBALL, L. P.**, a Delaware limited partnership

By: New Haven Baseball Corp., its General Partner

By: \_\_\_\_\_  
W. Edward Massey, President

**CONNECTICUT BASEBALL, LLC**, a Delaware limited liability company

By: Andrew Weber  
Andrew Weber, Managing Director

**SOL V. SLOTNIK, P.C.** acting as Escrow Agent

By: \_\_\_\_\_  
Sol V. Slotnik, Esq., Escrow Agent

**9. Jurisdiction and Venue; Waiver of Jury Trial.**

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NEW HAVEN BASEBALL, L. P., a Delaware limited partnership

By: New Haven Baseball Corp., its General Partner

By: *W. Edward Massey*  
W. Edward Massey, President

CONNECTICUT BASEBALL, LLC, a Delaware limited liability company

By: \_\_\_\_\_  
Andrew Weber, Managing Director

SOL V. SLOTNIK, P.C. acting as Escrow Agent

By: *Sol V. Slotnik*  
Sol V. Slotnik, Esq., Escrow Agent