

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
Shortstop, LLC		12/20/2010	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	North County Baseball LLC		
Street Address:	100 Park Boulevard		
City:	San Diego		
State/Country:	CALIFORNIA		
Postal Code:	92101		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	2567269	PORTLAND BEAVERS	
Registration Number:	2646980	BEAVERS	
Registration Number:	2676688	BEAVERS	
Registration Number:	2774527	P	
Registration Number:	3546721	P	
Registration Number:	3549696	PORTLAND BEAVERS EST'D 1903	
CORRESPONDENCE DATA			
Fax Number:	(949)475-4754		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	949-451-3800		
Email:	skann@gibsondunn.com		
Correspondent Name:	Stephanie S. Kann, Senior Paralegal		
Address Line 1:	3161 Michelson Drive		
Address Line 2:	Gibson, Dunn & Crutcher LLP		
Address Line 4:	Irvine, CALIFORNIA 92612		

CH \$165.00 2567269

ATTORNEY DOCKET NUMBER:	63649-00018
NAME OF SUBMITTER:	Stephanie S. Kann
Signature:	/stephanie s. kann/
Date:	12/21/2010
Total Attachments: 6 source=ShortstopExecuted – IP Assignment#page1.tif source=ShortstopExecuted – IP Assignment#page2.tif source=ShortstopExecuted – IP Assignment#page3.tif source=ShortstopExecuted – IP Assignment#page4.tif source=ShortstopExecuted – IP Assignment#page5.tif source=ShortstopExecuted – IP Assignment#page6.tif	

INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

THIS INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT (this "Agreement") is entered into as of this 20th day of December, 2010, by and between Shortstop, LLC, a Delaware limited liability company ("Seller"), and North County Baseball LLC, a Delaware limited liability company ("Buyer").

WHEREAS, pursuant to the Franchise Purchase Agreement, dated as of September 9, 2010, by and among Seller, the members of Seller, Buyer and JSM Acquisition, L.P., a Delaware limited partnership (as amended, the "Purchase Agreement"), and on the terms and subject to the conditions set forth therein, Seller has agreed to sell, assign, transfer, convey and deliver to Buyer, and Buyer has agreed to purchase and take assignment of and title to, all of Seller's right, title and interest in and to (i) the names, logos, domain names and United States trademarks set forth on Exhibit A to this Agreement and any and all United States or foreign trade names and trademarks, trademark licenses, trademark registrations and applications for trademark registrations, service marks, service mark licenses, service mark registrations, applications for service mark registrations, trade names, trade dress, logos, corporate names, slogans, emblems, insignias, designs, and domain names, together with the goodwill of the PCL professional baseball franchise in Portland, Oregon styled the "Portland Beavers" (the "Franchise") in connection therewith and symbolized thereby (collectively, the "Marks"), and (ii) all copyrights (whether or not registered), databases, know how, trade secrets, and all other intellectual property rights, in each case of clause (i) and (ii), (A) that are owned, used, licensed or held for use by Seller and used primarily in connection with the operation of the Franchise and (B) that are not used primarily in connection with the operation of the Portland Timbers (collectively with the Marks, the "Franchise IP"); and

WHEREAS, all capitalized terms used in this Agreement, unless otherwise defined herein, shall have the meaning assigned to them in the Purchase Agreement.

NOW, THEREFORE, in consideration of the recitals and of the mutual promises made below, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller and Buyer hereby agree as follows:

1. Assignment of Franchise IP.

(a) On the terms and subject to the conditions of the Purchase Agreement, effective as of the Closing, Seller irrevocably sells, assigns, transfers, conveys and delivers to Buyer, and Buyer hereby purchases and takes assignment of and title to, all of Seller's right, title and interest in and to the Franchise IP, including all of the goodwill associated therewith and all future proceeds thereof and the rights to sue for past, present and future infringements.

(b) Seller hereby authorizes the Commissioner of Patents and Trademarks of the United States and other empowered officials of the United States Patent and Trademark Office and/or the appropriate empowered officials in relevant jurisdictions outside the United States to transfer all registrations and applications for the Marks, including all of the goodwill associated therewith, to Buyer as assignee of the entire right, title and interest therein or

otherwise as Buyer may direct, in accordance with this instrument of assignment, and to issue to Buyer all registrations which may issue with respect to any applications for a trademark or service mark included in the Marks, in accordance with this Agreement.

2. Purchase Agreement. This Agreement is being executed and delivered pursuant and subject to the Purchase Agreement. Nothing in this Agreement shall, or shall be deemed to, defeat, limit, alter or impair, enhance or enlarge any right, obligation, claim, remedy, limitation, exclusion or exculpation set forth in the Purchase Agreement. In the event of any conflict between this Agreement and the Purchase Agreement, the Purchase Agreement shall control.

3. Further Assurances. From time to time, at or following the Closing, Seller and Buyer shall execute, acknowledge and deliver all such further conveyances, notices, assumptions and releases and such other instruments, and shall take such further actions, as may be necessary or appropriate to assure fully to Buyer all of the properties, rights, titles, interests, estates, remedies, powers and privileges intended to be conveyed to Buyer under this Agreement and to otherwise make effective as promptly as practicable the transactions contemplated hereby. Seller further agrees to assist Buyer, in a commercially reasonable manner, to take all actions and execute all documents necessary or desirable to evidence, record and perfect the assignment of the Franchise IP, and shall not enter into any agreement in conflict with this Agreement.

4. Successors and Assigns; No Assignment. Except as otherwise expressly provided in this Agreement, neither Seller nor Buyer may assign any of its rights or delegate any of its obligations under this Agreement without the prior written consent of the other party. Any attempted assignment or delegation without the required consent shall be null and void. Subject to the foregoing, this Agreement shall be binding upon and inure to the benefit of the parties hereto, their legal representatives and their successors and assigns.

5. Governing Law. This Agreement and any claims arising out of or relating to this Agreement or the transactions contemplated by this Agreement shall be governed by and construed in accordance with the laws of the State of Delaware, without giving effect to any choice or conflict of law principles.

6. Amendment; Waiver. This Agreement may be altered, amended or modified in whole or in part at any time only by a writing signed by Seller and Buyer. No waiver of any of the provisions of this Agreement shall be deemed, or shall constitute, a waiver of any other provision, whether or not similar, nor shall any waiver constitute a continuing waiver. No waiver shall be binding unless executed in writing by the party making the waiver.

7. Counterparts; Facsimile Signatures. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Delivery of an executed counterpart of a signature page to this Agreement by facsimile or electronic mail will be effective as delivery of a manually executed counterpart of this Agreement.

IN WITNESS WHEREOF, each of the parties hereto has executed this Agreement as of the date first above written and represents that it is duly authorized and has the capacity to execute this Agreement.

SELLER:

SHORTSTOP, LLC, a Delaware limited liability company

By: 

Name: Henry Merritt Paulson III

Title: Manager

BUYER:

NORTH COUNTY BASEBALL LLC, a Delaware limited liability company

By: JSM Acquisition, L.P.
Its: Sole Member

By: JSM Management LLC
Its: Managing General Partner

By: _____
Jeffrey S. Moorad
Manager

Signature Page to Intellectual Property Assignment Agreement

TRADEMARK
REEL: 004438 FRAME: 0331

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By: _____
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Title: Manager

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By: JSM Acquisition, L.P.
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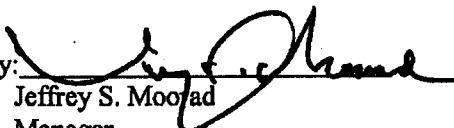





By: 
Jeffrey S. Moofad
Manager

Exhibit A

Marks

Registered Trademarks:

no image	PORTLAND BEAVERS	Serial No. 76/265,770; Reg. No. 2,567,269
	BEAVERS	Serial No. 76/232,342; Reg. No. 2,646,980
	BEAVERS	Serial No. 76/265,771; Reg. No. 2,676,688
	P	Serial No. 76/265,769; Reg. No. 2,774,527
	P	Serial No. 77/464,303; Reg. No. 3,546,721
	PORTLAND BEAVERS EST'D 1903	Serial No. 77/464,559; Reg. No. 3,549,696

Other Logos:





*P*SM

*Beavers*SM

Domain Name:

www.portlandbeavers.com