

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Trademarks		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Navigators Baseball LP		03/31/2010	LIMITED PARTNERSHIP: DELAWARE
RECEIVING PARTY DATA			
Name:	Oneonta Athletic Corporation		
Street Address:	14 Stott Avenue		
City:	Norwich		
State/Country:	CONNECTICUT		
Postal Code:	06360		
Entity Type:	CORPORATION: NEW YORK		
PROPERTY NUMBERS Total: 9			
Property Type	Number	Word Mark	
Registration Number:	1913451	NORWICH NAVIGATORS	
Registration Number:	2122676	NAVIGATORS	
Serial Number:	78722044	CONNECTICUT DEFENDERS	
Registration Number:	3382967		
Registration Number:	1965180	N	
Registration Number:	1965181	N	
Registration Number:	3185063	CONNECTICUT'S HOMETOWN TEAM	
Serial Number:	78722072	CONNECTICUT DEFENDERS	
Registration Number:	3389904	CD	
CORRESPONDENCE DATA			
Fax Number:	(727)821-5819		
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>			
Email:	scottpoley@minorleaguebaseball.com		
Correspondent Name:	D. Scott Poley		

OP \$240.00 1913451

900183726

TRADEMARK
REEL: 004475 FRAME: 0374

Address Line 1: 9550 16th Street N.
Address Line 4: St. Petersburg, FLORIDA 33716

NAME OF SUBMITTER:	D. Scott Poley
Signature:	/d. scott poley/
Date:	02/11/2011

Total Attachments: 2
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PURCHASE AND SALE AGREEMENT FOR BUSINESS ASSETS

AGREEMENT made this 31st day of March, 2010, by and between **ONEONTA ATHLETIC CORPORATION**, a New York corporation with an office and place of business at 14 Stott Avenue, Norwich, Connecticut 06360 (the "Buyer"), and **NAVIGATORS BASEBALL LP**, a Delaware limited partnership with an office and place of business at 350 Seventh Avenue, Suite 800, New York, New York 10001 (the "Seller").

WITNESSETH:

WHEREAS, the Seller is the owner of certain equipment, personal property, supplies, inventory and other tangible items used in connection with its minor league baseball business (the "Equipment"), located at Dodd Stadium, 14 Stott Avenue in Norwich, Connecticut, and previously known as the Connecticut Defenders (the "Company"); and

WHEREAS, the Seller is the owner of certain intangible assets used in connection with said Company's business (the "Intangibles"); and

WHEREAS, the Seller is the lessee of a certain camera system, van, and point of sale hardware and software system, pursuant to certain equipment lease agreements (the "Leases"); and

WHEREAS, the Seller desires to sell and convey and the Buyer desires to purchase the Equipment, the Intangibles and the Leases of the Company; and

NOW, THEREFORE, in consideration of the covenants and agreements hereinafter set forth, the parties hereto, intending to be legally bound, agree for themselves and their successors and assigns, as follows:

**ARTICLE I
TRANSFERRED ASSETS**

Section 1.1 Assets to be Transferred. In accordance with the terms and subject to the conditions hereinafter contained, the Seller hereby agrees to transfer and convey to the Buyer and the Buyer hereby agrees to acquire the following assets of the Company, hereinafter referred to as the "Transferred Assets":

- (a) Equipment. The articles of equipment, personal property, inventory and supplies on the list attached hereto as Schedule A.
- (b) Intangibles. All of Seller's right, title and interest in and to all trademarks, trade names, logos, telephone numbers and directory listings, customer lists, advertiser's lists, licenses, permits and registrations (to the extent such marks, licenses and permits are transferable under applicable laws) of the Company.
- (c) Leases. The Leases on the list attached hereto as Schedule B.

Section 6.2 Use of Transferred Assets. Notwithstanding any provision of this Agreement, the Buyer may use the Equipment prior to the Closing upon provision to the Seller of a Certificate of Insurance with liability and property coverage of at least \$200,000, naming Seller as an additional insured.

Section 6.3 Legal Fees. Each party shall pay their own attorney fees in conjunction with this transaction.

Section 6.4 Binding Effect. This Agreement shall bind the parties hereto and their legal representatives, successors and assigns.

Section 6.5 Entire Agreement Modifications. This Agreement reflects the complete understanding of the parties hereto. This Agreement may not be modified or terminated orally and no modification, termination or attempted waiver shall be valid unless in writing and signed by the parties.

Section 6.6 Headings. All sections and their headings contained in this Agreement are for reference purposes only and shall not affect the meaning or interpretation of this Agreement in any manner.

Section 6.7 Construction. This Agreement shall be construed and enforced in accordance with the laws of the State of Connecticut.

Section 6.8 Invalid Provisions. Should any part of this Agreement for any reason be declared invalid, such decision shall not affect the validity of any remaining portion, which remaining portion shall remain in force and effect as if this Agreement had been executed with the invalid provisions thereof eliminated, and it is the declared intention of the parties hereto that they would have executed the remaining portion of this Agreement without including therein any such part or portion that may be declared invalid.

Section 6.9 Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which together shall be deemed to be one and the same instrument.

IN WITNESS WHEREOF, the parties have executed this Agreement at Connecticut on this 31st day of March, 2010.

SELLER:
NAVIGATORS BASEBALL LP

By: Louis J. DiBella
Louis J. DiBella
President of Navigators Baseball, Inc.
Its General Partner

BUYER:
ONEONTA ATHLETIC CORPORATION

By: E. Miles Prentice
Its President