

**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

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
The Arizona Fall League, Inc.		07/31/2008	CORPORATION: ARIZONA

**RECEIVING PARTY DATA**

<b>Name:</b>	Office of the Commissioner of Baseball
<b>Street Address:</b>	245 Park Avenue
<b>City:</b>	New York
<b>State/Country:</b>	NEW YORK
<b>Postal Code:</b>	10167
<b>Entity Type:</b>	UNINC. ASSOCIATION: NEW YORK

**PROPERTY NUMBERS Total: 9**

Property Type	Number	Word Mark
Registration Number:	1834210	ARIZONA FALL LEAGUE
Registration Number:	1858917	ARIZONA FALL LEAGUE
Registration Number:	1879046	GRAND CANYON RAFTERS
Registration Number:	1785935	GRAND CANYON RAFTERS
Registration Number:	2166061	PEORIA JAVELINAS
Registration Number:	2029126	PEORIA JAVELINAS
Registration Number:	2166060	PEORIA JAVELINAS
Registration Number:	1855034	SCOTTSDALE SCORPIONS
Registration Number:	1785932	SCOTTSDALE SCORPIONS

**CORRESPONDENCE DATA**

Fax Number: (212)575-0671  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
 Phone: 212-790-9200  
 Email: Trademark@cfl.com  
 Correspondent Name: Mary L. Kevlin

**900194680**

**TRADEMARK  
 REEL: 004564 FRAME: 0244**

**OP \$240.00 1834210**

Address Line 1: 1133 Avenue of the Americas  
Address Line 4: New York, NEW YORK 10036-6799

ATTORNEY DOCKET NUMBER:	21307/098/MLK/NH
NAME OF SUBMITTER:	Lisa M. Willis
Signature:	/Lisa M. Willis/
Date:	06/15/2011

Total Attachments: 11  
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**ASSIGNMENT AND ASSUMPTION AGREEMENT**

**THIS ASSIGNMENT AND ASSUMPTION AGREEMENT** (this "Agreement") is dated as of this 31st day of July, 2008 (the "Effective Date"), by and between **THE ARIZONA FALL LEAGUE, INC.**, an Arizona corporation ("Assignor"), and the **OFFICE OF THE COMMISSIONER OF BASEBALL**, a New York unincorporated association ("Assignee"). Capitalized terms used in this Agreement have the respective meanings set forth for such terms in Section 4.1.

**RECITALS**

**WHEREAS**, Assignor desires to assign the Assigned Assets, which constitute all of the assets of Assignor, to Assignee, and Assignee desires to accept the Assigned Assets and assume and the Assumed Liabilities from Assignor, in each case, on the terms and conditions contained herein.

**WHEREAS**, after such assignment and assumption, it is intended that Assignor will be dissolved pursuant to the Articles of Dissolution of Assignor and Assignee will operate the businesses currently operated by Assignor.

**WHEREAS**, Assignor has obtained the written consent of the applicable third parties to assign Assignor's rights, and for Assignee to assume Assignor's obligations, under the Specified Contracts set forth on Exhibit C.

**WHEREAS**, it is the intention of the parties that the transactions contemplated by this Agreement shall be effected as a tax-free exchange pursuant to Section 368(a)(1)(D) of the Code.

**WHEREAS**, the shareholders of Assignor are the members of Assignee and their respective proportional equity interests in Assignor and Assignee are identical and, thus, no equity interests of Assignee shall be issued in connection with the transactions contemplated by this Agreement.

**NOW, THEREFORE**, in consideration of the mutual covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which each party hereby acknowledges, the parties agree as follows:

**ARTICLE 1  
ASSIGNMENT**

Assignor hereby transfers, sets over and assigns unto Assignee as of the Effective Date all of Assignor's rights, privileges, duties and obligations with respect to the Assigned

Assets (the "Assignment") from and after (but not before) the Effective Date. Assignor represents and warrants that it has not heretofore assigned the Assigned Assets to any other Person.

## **ARTICLE 2 ASSUMPTION**

Assignee hereby accepts the Assignment by Assignor and assumes the due and full performance of all of the Assumed Liabilities for the period from and after (but not before) the Effective Date.

## **ARTICLE 3 TAX MATTERS**

It is the intention of the parties that the transactions contemplated by this Agreement shall be effected as a tax-free exchange pursuant to Section 368(a)(1)(D) of the Code.

## **ARTICLE 4 MISCELLANEOUS**

### **4.1. Definitions.**

When used in this Agreement, the following capitalized terms shall have the following meanings:

**"Assigned Assets"** means all right, title and interest in, to and under all of the assets, properties, goodwill and rights of Assignor, as the same may exist immediately prior to the Effective Date, free and clear of all liens, encumbrances, pledges or security interests, including, without limitation, the following:

- (a) All cash, cash equivalents and marketable securities of Assignor;
- (b) All accounts and notes receivable, checks and negotiable instruments owned by Assignor;
- (c) All inventory of products and all raw materials, work in process and finished goods owned by Assignor;
- (d) All personal property, office furnishings, supplies and other tangible personal property owned by Assignor;
- (e) All rights in real estate leases to which Assignor is a party, together with all of the right, title and interest of Assignor in all land, buildings, structures, easements, appurtenances, improvements (including construction in progress) and fixtures located thereon;

(f) All rights in leases of personal property to which Assignor is a party;

(g) All patents, trademarks and service marks (registered or unregistered) (including, without limitation, (i) the marks set forth on Exhibit A attached hereto and (ii) any and all other marks with respect to the teams set forth on Exhibit B attached hereto), trade names (including, without limitation, the corporate names and logos of Assignor and the teams set forth on Exhibit B attached hereto), Internet domain names, copyright applications and registrations therefor, unregistered copyrights, computer software programs, inventions, invention disclosures, business methods, electronic databases, trade secrets and other intellectual property, whether or not subject to statutory registration, owned or used by Assignor;

(h) All performance and other bonds, security and other deposits, advance payments, prepaid credits and deferred charges of Assignor;

(i) All rights under any and all contracts, agreements or commitments to which Assignor is a party, including, without limitation, the Specified Contracts;

(j) To the extent transfer is permitted by applicable Law, all licenses, permits and orders of Assignor issued by any Governmental Authority;

(k) All insurance claims, rights to any insurance proceeds and other similar claims of Assignor;

(l) All books, records, files, invoices, data bases, computer programs, manuals and other materials (in any form or medium) of Assignor, including, without limitation, sales and promotional materials, personnel records, accounting records, sales order files and supplier lists; and

(m) All goodwill generated by or associated with the business of Assignor.

“**Assignment**” has the meaning set forth in Section 4.1.

“**Assumed Liabilities**” means the obligations and liabilities of Assignor, which arise out of or relate to, and accrue in connection with the Assigned Assets during the period of time from and after the date hereof (but not before).

“**Code**” means the Internal Revenue Code of 1986, as amended from time to time (or any corresponding provision of succeeding Law).

“**Governmental Authority**” means any nation or government, any state, province or other political subdivision thereof, any entity exercising executive, legislative, judicial, regulatory or administration functions of or pertaining to government.

“**Law**” means any code, law (including common law), ordinance, regulation, reporting or licensing requirement, rule, or statute applicable to a Person or its assets, liabilities, or business, including those promulgated, interpreted or enforced by any regulatory authority.

**“Person”** means any general partnership, limited partnership, corporation, limited liability company, joint venture, trust, business trust, governmental agency, cooperative, association, individual or other entity, and the heirs, executors, administrators, legal representatives, successors and assigns of such Person as the context may require.

**“Specified Contracts”** means the agreements set forth on Exhibit C attached hereto.

#### **4.2 Entire Agreement.**

This Agreement (including the Exhibits referred to herein) constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements, understandings and negotiations, both written and oral, between the parties with respect to the subject matter of this Agreement. Neither this Agreement nor any provision hereof is intended to confer upon any Person other than the parties hereto any rights or remedies hereunder.

#### **4.3 Amendments.**

To the extent permitted by Law, this Agreement may be amended by a subsequent writing signed by each of the parties upon the approval of each of the parties.

#### **4.4 Successors and Assigns.**

This Agreement will be binding upon, inure to the benefit of and be enforceable by the parties and their respective successors and assigns.

#### **4.5 Notices.**

All notices or other communications which are required or permitted hereunder shall be in writing and sufficient if delivered by hand, by registered or certified mail, postage pre-paid, or by courier or overnight carrier, to the other party, and shall be deemed to have been delivered as of the date so delivered.

#### **4.6 Governing Law.**

The parties agree that this Agreement shall be governed by and construed in all respects in accordance with the Laws of the State of New York, without regard to its conflict of law or choice of law principles. The parties all expressly agree and acknowledge that the State of New York has a reasonable relationship to the parties and/or this Agreement.

#### **4.7 Counterparts.**

This Agreement may be executed in two counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument.

#### **4.8 Captions; Articles and Sections.**

The captions contained in this Agreement are for reference purposes only and are not part of this Agreement. Unless otherwise indicated, all references to particular Articles or Sections shall mean and refer to the referenced Articles and Sections of this Agreement.

#### **4.9 Severability.**

Any term or provision of this Agreement which is invalid or unenforceable in any jurisdiction shall, as to that jurisdiction, be ineffective to the extent of such invalidity or unenforceability without rendering invalid or unenforceable the remaining terms and provisions of this Agreement or affecting the validity or enforceability of any of the terms or provisions of this Agreement in any other jurisdiction. If any provision of this Agreement is so broad as to be unenforceable, the provision shall be interpreted to be only so broad as is enforceable.

*[Remainder of page intentionally left blank]*

Executed as of the Effective Date.

ASSIGNOR:

**THE ARIZONA FALL LEAGUE, INC.,**  
an Arizona corporation

By: \_\_\_\_\_  
Name: Jimmie Lee Solomon  
Title: President

ASSIGNEE:

**OFFICE OF THE COMMISSIONER OF  
BASEBALL,**  
a New York unincorporated association

By: \_\_\_\_\_  
Name: Jimmie Lee Solomon  
Title: Executive Vice President,  
Baseball Operations

Signature Page to the Assignment and Assumption Agreement

**TRADEMARK**  
**REEL: 004564 FRAME: 0251**



**EXHIBIT A**

**MARKS**

See the attached "The Arizona Fall League – U.S. Federal Coverage as of May 27, 2008."

Client: Major League Baseball Properties, Inc.

The Arizona Fall League - U.S. Federal Coverage as of May 27, 2008

COUNTRY	MARK	APPLN. NO.	APPLN. DATE	REG. NO.	REG. DATE	STATUS
United States	ARIZONA FALL LEAGUE and Design 1992 Primary	74/364,053	03/03/1993	1,834,210	05/03/1994	REGISTERED



--Class 16--Paper goods and printed matter, namely, magazines, programs and booklets, all featuring baseball; books featuring items of interest to baseball fans, baseball score books

United States	ARIZONA FALL LEAGUE and Design 1992 Primary	74/338,638	12/10/1992	1,858,917	10/18/1994	REGISTERED
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--Class 41--Entertainment services in the nature of baseball exhibitions.

United States	GRAND CANYON RAFTERS	74/338,926	12/10/1992	1,879,046	02/14/1995	REGISTERED
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--Class 25--Clothing, namely hats, caps

United States	GRAND CANYON RAFTERS	74/338,637	12/10/1992	1,785,935	08/03/1993	REGISTERED
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--Class 41--Entertainment services in the nature of baseball exhibitions.

United States	PEORIA JAVELINAS	74/536,533	06/13/1994	2,166,061	06/16/1998	REGISTERED
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--Class 25--Clothing, namely, shirts

United States	PEORIA JAVELINAS	74/537,299	06/13/1994	2,029,126	01/07/1997	REGISTERED
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--Class 41--Entertainment services in the nature of baseball exhibitions.

Client: Major League Baseball Properties, Inc.

The Arizona Fall League - U.S. Federal Coverage as of May 27, 2008

<u>COUNTRY</u>	<u>MARK</u>	<u>APPLN. NO.</u>	<u>APPLN. DATE</u>	<u>REG. NO.</u>	<u>REG. DATE</u>	<u>STATUS</u>
United States	PEORIA JAVELINAS and Design 1994 Primary	74/536,532	06/13/1994	2,166,060	06/16/1998	REGISTERED



--Class 25--Clothing, namely, shirts

United States	SCOTTSDALE SCORPIONS	74/338,777	12/10/1992	1,855,034	09/20/1994	REGISTERED
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--Class 25--Clothing, namely, hats, caps

United States	SCOTTSDALE SCORPIONS	74/338,634	12/10/1992	1,785,932	08/03/1993	REGISTERED
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--Class 41--Entertainment services in the nature of baseball exhibitions.

**EXHIBIT B**

**TEAMS**

1. Scottsdale Scorpions
2. Mesa Solar Sox
3. Peoria Saguaros
4. Phoenix Desert Dogs
5. Peoria Javelinas
6. Surprise Rafters

**EXHIBIT C**

**SPECIFIED CONTRACTS**

1. Facilities Use Agreement, dated August 3, 2007, between the City of Peoria, an Arizona municipal corporation ("Peoria"), and Assignor (consent to assign granted pursuant to Consent to Assignment Letter, dated May 23, 2008, from Assignor to Peoria)
2. Facilities Use Agreement, dated July 30, 2007, between the City of Surprise, an Arizona municipal corporation ("Surprise"), and Assignor (consent to assign granted pursuant to Consent to Assignment Letter, dated May 23, 2008, from Assignor to Surprise)
3. Customer Privilege Lease, dated May 4, 2007, between Pitney Bowes Global Financial Services LLC and Assignor (incorporating terms from the Equipment Lease, dated December 19, 2002, between Pitney Bowes Credit Corporation and Assignor)
4. Equipment Lease Agreement, dated July \_\_, 2008, between the Athletics Investment Group LLC (d/b/a the Oakland Athletics), a California limited liability company, and Assignor