

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

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|---|--|--|-------------------------------------|
| SUBMISSION TYPE: | | NEW ASSIGNMENT | |
| NATURE OF CONVEYANCE: | | ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| Major League Soccer, L.L.C. | | 01/04/2011 | LIMITED LIABILITY COMPANY: DELAWARE |
| RECEIVING PARTY DATA | | | |
| Name: | MLS Canada ULC | | |
| Street Address: | 420 Fifth Avenue | | |
| City: | New York | | |
| State/Country: | NEW YORK | | |
| Postal Code: | 10018 | | |
| Entity Type: | unlimited liability corporation: CANADA | | |
| PROPERTY NUMBERS Total: 2 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 3738267 | FTC TORONTO | |
| Registration Number: | 3982435 | FTC | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | (212)554-7700 | | |
| Email: | mschorr@mosessinger.com | | |
| <i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i> | | | |
| Correspondent Name: | Meredith Schorr | | |
| Address Line 1: | 405 Lexington Avenue | | |
| Address Line 2: | c/o Moses & Singer LLP, The Chrysler Bui | | |
| Address Line 4: | New York, NEW YORK 10174 | | |
| ATTORNEY DOCKET NUMBER: | 013149-0104 | | |
| NAME OF SUBMITTER: | Meredith Schorr | | |
| Signature: | /Meredith Schorr/ | | |

CH \$65.00 3738267

Date:

11/03/2011

Total Attachments: 2

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ASSIGNMENT (TORONTO TRADEMARKS)

This ASSIGNMENT is made as of the 4th day of January, 2011, by and between Major League Soccer, L.L.C., a Delaware limited liability company ("Assignor"), and MLS Canada ULC, an Alberta unlimited liability corporation ("Assignee").

WHEREAS, Assignor owns all right, title and interest in and to the trademarks and applications identified on Exhibit A hereto (the "Trademarks"); and

WHEREAS, Assignee is desirous of acquiring the Trademarks along with the goodwill of the business symbolized by the Trademarks (including all rights to sue and recover for past infringement, the "Goodwill").

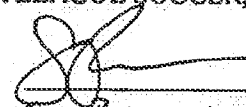
NOW, THEREFORE, for good and valuable consideration of U.S.\$1.00, as well as other consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor does hereby assign, sell and transfer unto Assignee, and Assignee hereby accepts, all right, title, and interest in and to the Trademarks along with all Goodwill associated therewith.

Assignor agrees to execute all documents and assist in all proceedings (at the sole cost and expense of the Assignee) to perfect, register, or record the rights of the Assignee to any Trademark as Assignee may reasonably deem appropriate. If Assignor does not, within fifteen (15) days of presentment, return the requested executed documents, then Assignee is hereby granted a limited power of attorney to execute all such documents on behalf of Assignor. This power of attorney is coupled with an interest and is irrevocable.

This Assignment may be executed in one or more counterparts, all of which together shall constitute one instrument.

IN WITNESS WHEREOF, the Assignor and Assignee have caused this Assignment to be executed as of the date first written above.

MAJOR LEAGUE SOCCER, L.L.C.

By: 
Name: Glen McDermott
Title: CEO

MLS CANADA ULC

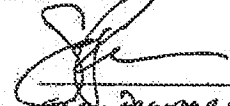
By: 
Name: Sarah Prandell
Title: Director

EXHIBIT A

TORONTO TRADEMARKS AND APPLICATIONS

U.S. Trademark Applications and Registrations

| <u>Number</u> | <u>Trademark Name</u> | <u>Application Number</u> | <u>Registration Number</u> |
|---------------|---------------------------|---------------------------|----------------------------|
| I. | Toronto FC Primary Logo | 78/881173 | 3738267 |
| 2. | Toronto FC Secondary Logo | 78/881175 | |

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