

**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		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
MLS Canada ULC		01/04/2011	unlimited liability corporation: CANADA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	MLS Canada LP		
<b>Street Address:</b>	199 Bay Street, Suite 2800		
<b>City:</b>	Ontario		
<b>State/Country:</b>	CANADA		
<b>Postal Code:</b>	M5L1A9		
<b>Entity Type:</b>	LIMITED PARTNERSHIP: CANADA		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3982435	FTC	
<b>Registration Number:</b>	3738267	FTC TORONTO	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(212)554-7700		
<b>Email:</b>	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>			
<b>Correspondent Name:</b>	Meredith Schorr		
<b>Address Line 1:</b>	405 Lexington Avenue		
<b>Address Line 2:</b>	c/o Moses & Singer LLP, The Chrysler Bui		
<b>Address Line 4:</b>	New York, NEW YORK 10174		
<b>ATTORNEY DOCKET NUMBER:</b>	013149-0104		
<b>DOMESTIC REPRESENTATIVE</b>			
<b>Name:</b>	Alan Blum c/o Moses & Singer LLP		

**CH \$65.00 3982435**

**900206287**

**TRADEMARK  
 REEL: 004654 FRAME: 0523**

Address Line 1: 405 Lexington Avenue  
Address Line 2: The Chrysler Building  
Address Line 4: New York, NEW YORK 10174

NAME OF SUBMITTER:	Meredith Schorr
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Signature:	/Meredith Schorr/
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Date:	11/03/2011
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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 MLS Canada ULC, an Alberta unlimited liability corporation ("Assignor"), and MLS Canada LP, an Ontario limited partnership ("Assignee").

WHEREAS, Assignor owns (i) the trademark and corresponding registration TORONTO FC, Canadian Reg. No. TMA 741746 (collectively, the "First Trademark") and (ii) the other trademarks and applications identified on Exhibit A hereto (clauses (i) and (ii), collectively, the "Trademarks"); and

WHEREAS, Assignor and Assignee have entered into a Contribution Agreement dated as of the date hereof whereby the Trademarks have been contributed from Assignor to Assignee as part of the Contributed Assets (as such term is defined in such Contribution Agreement), and Assignor and Assignee wish to enter into this Assignment to evidence the resulting transfer of ownership;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged:

Assignor hereby sells, transfers, conveys and assigns to Assignee, and Assignee hereby accepts, all right, title, and interest in and to the Trademarks, together with the goodwill symbolized thereby, including all rights to sue and recover for past infringement and all of Assignor's right, title and interest in and to that certain Agreement for the Commission of Work and Assignment of Intellectual Property Rights dated on or about May 1, 2006 between Maple Leaf Sports & Entertainment, Ltd. (as assigned to Assignor pursuant to that certain Assignment dated April 1, 2007) and Amoeba Corp with respect to the First Trademark.

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.

MLS CANADA ULC

By: 

Name: Sean Macneil

Title: Director

MLS CANADA LP

By: MLS Canada ULC, its General Partner

By: 

Name: Sean Macneil

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>
1.	Toronto FC Primary Logo	78/881173	3738267
2.	Toronto FC Secondary Logo	78/881175	

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