

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM304866

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Las Vegas 51s LLC		05/10/2013	LIMITED LIABILITY COMPANY: NEVADA
RECEIVING PARTY DATA			
Name:	Summerlin Las Vegas Baseball Club, LLC		
Street Address:	850 Las Vegas Blvd. North		
City:	Las Vegas		
State/Country:	NEVADA		
Postal Code:	89101		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Serial Number:	78072694		
Serial Number:	78072679	51S	
Serial Number:	78072662	LAS VEGAS 51S	
Serial Number:	78072719	LAS VEGAS 51S	
CORRESPONDENCE DATA			
Fax Number:			
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	7274561730		
Email:	rfountain@milb.com		
Correspondent Name:	Robert Fountain		
Address Line 1:	9550 16th Street N.		
Address Line 4:	St. Petersburg, FLORIDA 33716		
NAME OF SUBMITTER:	Robert Fountain		
SIGNATURE:	/robert fountain/		
DATE SIGNED:	05/19/2014		
Total Attachments: 6			
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OP \$115.00 78072694

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INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

THIS INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT (this "Agreement") is entered into as of this 10th day of May, 2013, by and between Las Vegas 51s LLC, a Nevada limited liability company ("Assignor"), and Summerlin Las Vegas Baseball Club, LLC, a Delaware limited liability company ("Assignee").

WHEREAS, Assignor and Assignee have entered into that certain Asset Purchase Agreement, dated as of August 20, 2012, as amended (the "Purchase Agreement"); and

WHEREAS, on the terms and subject to the conditions set forth in the Purchase Agreement, Assignor has agreed to sell, assign, transfer, convey and deliver to Assignee, and Assignee has agreed to purchase and take assignment of and title to, all of Assignor's right, title and interest in and to (a) any and all goodwill related to the Business, the Team Assets and/or the Franchise, as those terms are defined in the Purchase Agreement (the "Goodwill"); (b) any and all brand names, copyrights, patents, service marks, trademarks, trade dress, logos, slogans, emblems, trade names, designs, artworks, symbols, certification marks, collective marks, and all registrations or applications for registration of any of the foregoing, including the tradename and logo described in Exhibit A hereto ("the Marks"); and (c) any and all (i) trademarks, service marks, trade names, trade dress, domain names, logos, and domestic and foreign registrations and applications for registration thereof, common law rights therein, associated goodwill, and all reissues, renewals and extensions thereof; (ii) works in which copyright may be claimed, whether or not domestic or foreign registrations or applications for registration thereof have been made; (iii) inventions, including without limitation, all domestic and foreign patents, patent applications, inventors' certificates, reissues, reexaminations, continuations, continuations-in-part, other applications or patents claiming priority thereto, and related technical documents and information; (iv) trade secrets; and (v) intellectual property rights substantially similar to any of the foregoing (the "Other Intellectual Property"); in each case of the foregoing clauses (a), (b) and (c), that are owned, used, licensed or held for use by Assignor and used in connection with the operation of the Business (such Goodwill, Marks and Other Intellectual Property are referred to herein collectively as the "Franchise IP").

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, Assignor and Assignee hereby agree as follows:

1. Defined Terms. All capitalized terms used in this Agreement, unless otherwise defined herein, shall have the meaning assigned to them in the Purchase Agreement.

2. Assignment of Franchise IP.

(a) On the terms and subject to the conditions of the Purchase Agreement, effective as of the Closing, Assignor hereby irrevocably sells, assigns, transfers, conveys and delivers to Assignee, and Assignee hereby purchases and takes assignment of and title to, all of Assignor'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) Assignor 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 Assignee as assignee of the entire right, title and interest therein or otherwise as Assignee may direct, in accordance with this instrument of assignment, and to issue to Assignee all registrations that may issue with respect to any applications for a trademark or service mark included in the Marks, in accordance with this Agreement.

3. 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, including but not limited to Assignor's representations, warranties, covenants and agreements and the indemnities granted by Assignor, all of which are incorporated herein by this reference. In the event of any conflict between this Agreement and the Purchase Agreement, the Purchase Agreement shall control.

4. Further Assurances. From time to time, at or following the Closing, Assignor and Assignee 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 reasonably necessary or requested to fully convey to Assignee all of the properties, rights, titles, interests, powers and privileges in the Franchise IP intended to be conveyed to Assignee under this Agreement and to otherwise make effective as promptly as practicable the transactions contemplated hereby. Assignor further agrees to assist Assignee, in a commercially reasonable manner, and at Assignee's expense, 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.

5. Successors and Assigns; No Assignment. Neither Assignor nor Assignee 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.

6. 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 Nevada, without giving effect to any choice or conflict of law principles.

7. Amendment; Waiver. This Agreement may be altered, amended or modified in whole or in part at any time only by a writing signed by Assignor and Assignee. 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 failure or delay by any party in exercising any right, power or privilege under this Agreement shall

operate as a waiver thereof, nor will any single or partial exercise thereof preclude any other or further exercise of any right, power or privilege hereunder. No waiver shall be binding unless executed in writing by the party making the waiver, with such writing specifically referring to the term so waived and explicitly making such waiver.

8. 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.

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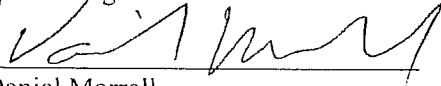
IN WITNESS WHEREOF, each of the parties hereto has executed this Agreement as of the date first above written and represents that it is duly authorized and has the capacity to execute this Agreement.

ASSIGNOR: **LAS VEGAS 51S LLC,**
a Nevada limited liability company

By: Stevens Baseball Group, LLC
Its: Manager

By: Aces Baseball Group, LLC
Its: Manager

By: Sersa II, LLC
Its: Manager

By: 
Name: Daniel Morrell
Title: Manager

ASSIGNEE: **SUMMERLIN LAS VEGAS BASEBALL CLUB, LLC,**
a Delaware limited liability company

By: _____
Name: Peter F. Riley
Title: Manager

Signature Page to Intellectual Property Assignment Agreement

TRADEMARK
REEL: 005282 FRAME: 0479

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.

ASSIGNOR: **LAS VEGAS 51S LLC,**
a Nevada limited liability company

By: Stevens Baseball Group, LLC
Its: Manager

By: Aces Baseball Group, LLC
Its: Manager

By: Sersa II, LLC
Its: Manager

By: _____
Name: Daniel Morrell
Title: Manager

ASSIGNEE: ~~SUMMERLIN LAS VEGAS BASEBALL CLUB, LLC,~~
a Delaware limited liability company

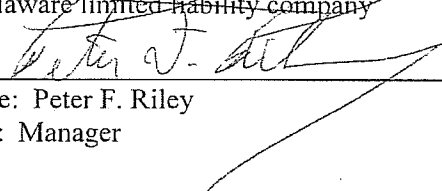
By: 
Name: Peter F. Riley
Title: Manager

EXHIBIT A

Mark	Serial No.	Registration No.
	78072694	2686561
51S	78072679	2721349
LAS VEGAS 51S	78072662	2786217
LAS VEGAS 51S	78072719	2550177