

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM316991

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF 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>
Dayton Professional Baseball Club, LLC		06/24/2014	LIMITED LIABILITY COMPANY: INDIANA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Palisades Arcadia Baseball LLC		
<b>Street Address:</b>	639 West End Avenue, #14A		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10025		
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: DELAWARE		
<b>PROPERTY NUMBERS Total: 7</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2399983	D	
<b>Registration Number:</b>	2385665	DAYTON DRAGONS	
<b>Registration Number:</b>	2572643	DAYTON DRAGONS PROFESSIONAL BASEBALL TEA	
<b>Registration Number:</b>	2607403	DRAGON	
<b>Registration Number:</b>	2607454	DRAGONS DEN	
<b>Registration Number:</b>	3359104	ROOFMAN	
<b>Registration Number:</b>	3555871	R	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	7278215819		
<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>			
<b>Phone:</b>	7274561730		
<b>Email:</b>	rfountain@milb.com		
<b>Correspondent Name:</b>	Robert Fountain		
<b>Address Line 1:</b>	9550 16th Street N.		
<b>Address Line 4:</b>	St. Petersburg, FLORIDA 33716		
<b>NAME OF SUBMITTER:</b>	Robert Fountain		
<b>SIGNATURE:</b>	/robert fountain/		
<b>DATE SIGNED:</b>	09/15/2014		

OP \$190.00 2399983

**Total Attachments: 5**

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## TRADEMARK ASSIGNMENT AGREEMENT

This Trademark Assignment Agreement (this "Agreement") is made and delivered as of [DATE], 2014, between Dayton Professional Baseball Club, LLC, an Indiana limited liability company ("Seller"), and Palisades Arcadia Baseball LLC, a Delaware limited liability company ("Buyer"), in connection with that certain Asset Purchase Agreement, dated June 24, 2014, between Buyer and Seller (the "Purchase Agreement"). Capitalized terms not otherwise defined herein have the meanings assigned to them in the Purchase Agreement.

Under the terms of the Purchase Agreement, Seller has conveyed, transferred and assigned to Buyer, among other assets, certain intellectual property of Seller, and has agreed to execute and deliver this Agreement, for recording with government authorities.

Seller owns the Marks (as defined below) and Buyer desires to acquire the Marks from Seller.

In consideration of the mutual covenants and agreements contained in this Agreement and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Assignment of Trademarks. Seller does hereby sell, transfer and deliver to Buyer, free and clear of all Encumbrances, all of Seller's interests in and rights and benefits to the trademarks, trade names and other intellectual property listed on Exhibit A hereto (all of the foregoing being referred to herein as the "Marks"), together with the goodwill of the business associated therewith and which is symbolized thereby, all common law rights, registrations and applications therefor, all rights to sue for infringement of any Mark, whether arising prior to or subsequent to the date of this Agreement, and any and all renewals and extensions thereof that may hereafter be secured under the laws now or hereafter in effect in the United States and in any other jurisdiction, the same to be held and enjoyed by the Buyer, its successors and assigns from and after the date hereof as fully and entirely as the same would have been held and enjoyed by Seller had this Agreement not been made.

2. Further Assurances. Each party hereto, for itself and its successors and assigns, hereby covenants and agrees that, from time to time, such party without further consideration will execute and deliver, or cause to be executed and delivered, to the other party hereto such assignments, bills of sale, consents, and other instruments, in form and substance reasonably satisfactory to the other party, and take all such other actions to more effectively transfer to and vest in Seller, and to put Buyer in possession of, the Marks, free and clear of all Encumbrances.

3. No Additional Representations and Warranties. Buyer acknowledges that Seller makes no representation or warranty with respect to the Marks being conveyed hereby except as specifically set forth in the Purchase Agreement.

4. Terms of Purchase Agreement. In the event of any conflict or inconsistency between the terms of the Purchase Agreement and the terms hereof, the terms of the Purchase Agreement shall govern.

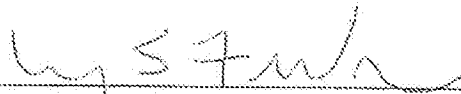
5. General. This Agreement shall be binding upon, and inure to the benefit of, the parties to this Agreement and their respective successors and assigns. This Agreement shall be governed by and construed in accordance with the laws of the State of Ohio, excluding the conflicts of law provisions thereof. Neither this Agreement nor any of the rights, interests, or obligations under this Agreement shall be assigned by either of the parties to this Agreement without the prior written consent of the other party. This Agreement may be amended only by written instrument duly signed by each of the parties to this Agreement. This Agreement may be executed in counterparts and by facsimile signature, each of which when so executed and delivered shall be deemed an original, and all of which, taken together, shall be deemed one and the same instrument.

*[Signature Page Follows]*

IN WITNESS WHEREOF, each of the undersigned have caused this Agreement to be adopted, approved, certified, executed, and acknowledged by a duly authorized person on the date first above written.

SELLER:

DAYTON PROFESSIONAL BASEBALL CLUB, LLC,  
an Indiana limited liability company



\_\_\_\_\_  
Name: Larry S. Freedman  
Title: Vice President and Secretary

BUYER:

PALISADES ARCADIA BASEBALL, LLC, a Delaware  
limited liability company

\_\_\_\_\_  
Name:  
Title:

*[Signature Page to Trademark Assignment Agreement]*

IN WITNESS WHEREOF, each of the undersigned have caused this Agreement to be adopted, approved, certified, executed, and acknowledged by a duly authorized person on the date first above written.

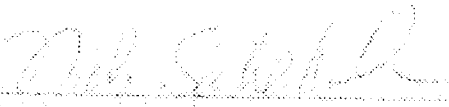
**SELLER:**

DAYTON PROFESSIONAL BASEBALL CLUB, LLC,  
an Indiana limited liability company

.....  
Name: Larry R. Friedman  
Title: Vice President and Secretary

**BUYER:**

PALISADLE ARCADE BASEBALL, LLC, a Delaware  
limited liability company

  
.....  
Name: Michael J. Sakelthorn  
Title: Co-Chairman

*(Signature Says no Trademark Acquisition Agreement)*

EXHIBIT A

Owner	Mark	Registration Number
Dayton Professional Baseball Club, LLC	D & Design	U.S. Reg. No. 2399983
Dayton Professional Baseball Club, LLC	Dayton Dragons	U.S. Reg. No. 2385665
Dayton Professional Baseball Club, LLC	DAYTON DRAGONS PROFESSIONAL BASEBALL TEAM & Design	U.S. Reg. No. 2572643
Dayton Professional Baseball Club, LLC	DRAGON & Design	U.S. Reg. No. 2607403
Dayton Professional Baseball Club, LLC	DRAGONS DEN	U.S. Reg. No. 2607454
Dayton Professional Baseball Club, LLC	ROOFMAN	U.S. Reg. No. 3359104
Dayton Professional Baseball Club, LLC	ROOFMAN Logo	U.S. Reg. No. 3555871

Exhibit A