

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM322363

<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>
Memphis Redbirds Baseball Foundation, Inc.		11/07/2013	CORPORATION: TENNESSEE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Memphis Redbirds, LLC		
<b>Street Address:</b>	700 Clark Street		
<b>City:</b>	St. Louis		
<b>State/Country:</b>	MISSOURI		
<b>Postal Code:</b>	63102		
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: MISSOURI		
<b>PROPERTY NUMBERS Total: 4</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2256687	MEMPHIS	
<b>Registration Number:</b>	2298792	M	
<b>Registration Number:</b>	2257189	ROCKEY THE ROCKIN' REDBIRD	
<b>Registration Number:</b>	3530703	M	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<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>	7274561713		
<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>	11/06/2014		
<b>Total Attachments: 16</b>			
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OP \$115.00 2256687

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source=TM Assignment - Memphis Redbirds Baseball Foundation#page16.tif

## ASSET PURCHASE AGREEMENT

This ASSET PURCHASE AGREEMENT (this "Agreement") is entered this 7<sup>th</sup> day of November, 2013, by and among **Memphis Redbirds, LLC**, a Missouri limited liability company ("Buyer"), **Memphis Redbirds Baseball Foundation, Inc.**, a Tennessee non-profit public benefit corporation ("Seller"), and, solely with respect to Sections 2.3.2, 2.7, 6.3(a), 6.3(b), 6.3(c), 6.3(e), 6.3 (waiver language), 7.1, 8.5, 10.1, 10.2, 10.3, 10.4, 10.5, 10.6, 10.8, 10.9, 10.10, 10.11, 10.12, 10.13 and 10.17, **Fundamental Advisors, LP**, a Delaware limited partnership ("Fundamental"). Buyer and Seller (but not Fundamental) are each referred to herein as a "Party" and collectively as the "Parties."

### RECITALS:

WHEREAS, Seller owns a Class AAA minor league baseball franchise (the "Franchise") in the AAA Pacific Coast League ("PCL"), which plays its home games at AutoZone Park in Memphis, Tennessee, which is comprised of land and improvements thereon more particularly described as the "Real Property" in that certain Lease Agreement dated December 1, 1998 by and between the Memphis Center City Revenue Finance Corporation, as lessor, and Seller, as lessee (the "Stadium");

WHEREAS, this Agreement contemplates a transaction in which, with Fundamental's approval, Seller will sell to Buyer substantially all of the assets used or usable in the operation of the Franchise (the "Business") and Buyer will assume certain liabilities of Seller;

WHEREAS, Seller desires to sell, transfer and assign to Buyer, and Buyer desires to purchase and acquire from Seller, such assets, and to assume such liabilities, upon the terms and subject to the conditions hereinafter set forth; and

WHEREAS, the Parties (together with Fundamental, as applicable) desire to set forth certain agreements made as an inducement to the execution and delivery of this Agreement;

NOW THEREFORE, in consideration of these premises and the agreements herein contained, and other good and valuable consideration, the receipt and sufficiency of which hereby are acknowledged, the Parties (together with Fundamental, solely with respect to certain sections of this Agreement as more particularly set forth herein), intending to be legally bound, agree as follows:

### AGREEMENT:

**SECTION 1. DEFINITIONS.** Unless the context otherwise requires, capitalized terms shall have the meanings ascribed to them in **EXHIBIT L**.

### **SECTION 2. BASIC TRANSACTION.**

**2.1 PURCHASE AND SALE OF ASSETS.** On and subject to the terms and conditions of this Agreement, Buyer agrees to purchase from Seller, and Seller agrees to sell, transfer, convey, and deliver to Buyer, all of the Acquired Assets at the Closing for the consideration specified in Section 2.3, free and clear of all Liens. Notwithstanding anything else contained herein, the Acquired Assets shall not include any of the assets or rights listed and

with all laws applicable to it, its assets and the Business; (g) not amended or in any way modified any Assumed Contract; (h) not entered into any transaction, contract or commitment in the Ordinary Course of Business which obligates it to pay a sum greater than \$10,000 in any one instance or \$25,000 in the aggregate to any one person, or obligates it for a period ending after the date of this Agreement (except for purchases from suppliers in the Ordinary Course of Business which are consistent with past practice); (i) not introduced any material change with respect to the operation of its assets or the Business, including any method, principle or practice of accounting or reporting taxable events; (j) not entered into any new, or modified any current, transaction or other relationship with any of Seller's Affiliates; and (k) not committed to any of the foregoing items (b)-(e) or (g)-(j).

**3.10 NOTES AND ACCOUNTS RECEIVABLE.** All notes and accounts receivable of Seller are reflected properly on its books and records in accordance with GAAP, are valid receivables subject to no setoffs or counterclaims, are current and collectible in accordance with their terms at their recorded amounts, subject only to the reserve for bad debts set forth on the face of the Most Recent Balance Sheet, as adjusted for the passage of time through the Closing Date in accordance with the past custom and practice of Seller, and, except as set forth in Section 3.10 of the Disclosure Schedule, all of which are collectible within 120 days after the Closing Date (other than notes and accounts receivable which by their terms are not due within 120 days after the Closing Date). Except as set forth in Section 3.10 of the Disclosure Schedule, (i) all inventory of Seller is of a quality and quantity that is good, useable and salcable in the Ordinary Course of Business within 120 days; (ii) the quantities of each item of inventory are not excessive, but are reasonable in the present circumstances of Seller; and (iii) Seller does not have any damaged, defective, off-specification or slow moving inventory.

**3.11 LEGAL COMPLIANCE; PERMITS.** Seller has complied with all applicable Laws (including all Environmental, Health and Safety Requirements), and no Proceeding or notice has been filed or commenced against Seller alleging any failure to so comply. Seller has obtained all Permits that are required for the conduct of the Business, all of which are listed in Section 3.11 of the Disclosure Schedule. All such Permits are in full force and effect, and there are no violations of any such Permit. No proceeding is pending or, to Seller's Knowledge, threatened to revoke or limit any such Permit.

**3.12 LITIGATION.** Except as set forth in Section 3.12 of the Disclosure Schedule, Seller is not (i) subject to any outstanding Order or (ii) a party to any Proceeding, in connection with the operation of the Business.

**3.13 TANGIBLE PROPERTY.** Section 3.13 of the Disclosure Schedule accurately describes all tangible personal property owned, leased or used by Seller in connection with the operation of the Business and indicates whether such property is owned, leased or used. Each such tangible asset (excluding those tangible assets described in Section 3.13(a) of the Disclosure Schedule) is free from defects (patent and latent) (to Seller's Knowledge), has been maintained in accordance with normal industry practice, is in good operating condition and repair (subject to normal wear and tear), and is suitable for the purposes for which it presently is used.

**3.14 INTELLECTUAL PROPERTY.** Section 3.14 of the Disclosure Schedule accurately lists and briefly describes all Intellectual Property owned or used by Seller in the conduct of the Business. The Intellectual Property set forth on Section 3.14 of the Disclosure

Schedule includes all Intellectual Property rights necessary or material to Seller in the conduct of the Business as currently conducted and Seller does not use any material Intellectual Property which is not owned by Seller or licensed under an agreement set forth on Section 3.15 of the Disclosure Schedule. With respect to each such item of Intellectual Property, except as set forth on Section 3.14 of the Disclosure Schedule: (i) Seller is the sole and exclusive owner of such Intellectual Property, free and clear of all Liens, (ii) Seller conducts the Business without actual or alleged conflict or infringement with any intellectual property right claimed or held by others, and has the right to use the Intellectual Property without payment to any third party, (iii) Seller has no Knowledge that any third party is infringing upon, challenging or threatening the Intellectual Property, (iv) none of Seller's Affiliates owns or claims any rights to any Intellectual Property, and (v) Seller is not presently making, and is not presently required to make, any payment to any third party with respect to any Intellectual Property.

### **3.15 CONTRACTS**

**3.15.1 TYPES OF CONTRACTS.** Section 3.15.1 of the Disclosure Schedule lists all Material Contracts (as hereinafter defined) to which Seller is party. "Material Contracts" as used herein means any of the following contracts or agreements, whether or not entered into in the Ordinary Course of Business: (a) any contract or commitment for capital expenditures in excess in the aggregate of \$10,000; (b) any contract or commitment which obligates Seller to pay a sum greater than \$10,000 in any one instance or \$25,000 in the aggregate; or (c) any contract or agreement under which the consequences of a default or termination could reasonably have a material adverse change in the business, financial condition, future prospects, operations, or results of operations of Seller or (d) any agreement (or group of related agreements): (i) for the lease of personal property to or from any Person; (ii) involving the furnishing of services or products of any nature to Seller; (iii) involving the furnishing of services or products of any nature by Seller to any third party, including suites, stadium advertising, sponsorships, promotions, broadcasting, stadium rentals and usage, multi-year season tickets and other fan and customer contracts; (iv) concerning a partnership or joint venture; (v) concerning confidentiality or noncompetition; (vi) involving Seller's Affiliates as parties; (vii) concerning collective bargaining; (viii) for the employment of any individual on a full-time, part-time, consulting, or other basis or providing severance benefits or (ix) under which Seller has advanced or loaned any amount to any of its directors, officers or employees outside of the Ordinary Course of Business.

**3.15.2 STATUS OF CONTRACTS.** Seller has delivered to Buyer a correct and complete copy of each written agreement (as amended to date) listed in Section 3.15.1 of the Disclosure Schedule and a written summary setting forth the terms and conditions of each oral agreement referred to in Section 3.15.1 of the Disclosure Schedule. With respect to each such agreement that is an Assumed Contract: (a) the agreement is legal, valid, binding, enforceable, and in full force and effect; and (b) neither Seller, nor to Seller's Knowledge the other party to such Assumed Contract, is in breach or default, and, to Seller's Knowledge, no event has occurred which with notice or lapse of time would constitute a breach or default, or permit termination, modification, or acceleration, under the agreement; and (c) no party has repudiated any provision of the agreement.

**3.16 INSURANCE.** With respect to each of the insurance policies to which Seller has been a party, a named insured, or otherwise the beneficiary of coverage at any time within the

IN WITNESS WHEREOF, the undersigned have entered into this Agreement as of the date and year first written above.

THIS CONTRACT CONTAINS A BINDING ARBITRATION PROVISION WHICH MAY BE ENFORCED BY THE PARTIES.

SELLER

BUYER

Memphis Redbirds Baseball Foundation, Inc.

Memphis Redbirds, LLC

By: John H. Pontius  
Name: JOHN H. PONTIUS  
Title: TREASURER

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

Acknowledged and agreed solely with respect to Sections 2.3.2, 6.3(a), 6.3(b), 6.3(c), 6.3(e), 6.3 (waiver language), 7.1, 8.5, 10.1, 10.2, 10.3, 10.4, 10.5, 10.6, 10.8, 10.9, 10.10, 10.11, 10.12, 10.13 and 10.17.

FUNDAMENTAL

Fundamental Advisors, LP

By: \_\_\_\_\_  
Name: Laurence L. Gottlieb  
Title: Chairman and CEO

Signature Page to Asset Purchase Agreement

TRADEMARK  
REEL: 005395 FRAME: 0407

IN WITNESS WHEREOF, the undersigned have entered into this Agreement as of the date and year first written above.

THIS CONTRACT CONTAINS A BINDING ARBITRATION PROVISION WHICH MAY BE ENFORCED BY THE PARTIES.

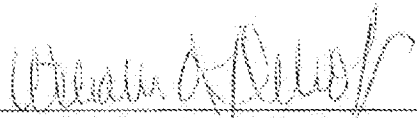
**SELLER**

**BUYER**

Memphis Redbirds Baseball Foundation, Inc.

Memphis Redbirds, LLC

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

By:   
Name: William O. DeWitt, Jr.  
Title: Chairman and CEO

Acknowledged and agreed solely with respect to Sections 2.3.2, 6.3(a), 6.3(b), 6.3(c), 6.3(e), 6.3 (waiver language), 7.1, 8.5, 10.1, 10.2, 10.3, 10.4, 10.5, 10.6, 10.8, 10.9, 10.10, 10.11, 10.12, 10.13 and 10.17.

**FUNDAMENTAL**

Fundamental Advisors, LP

By: \_\_\_\_\_  
Name: Laurence L. Gottlieb  
Title: Chairman and CEO

IN WITNESS WHEREOF, the undersigned have entered into this Agreement as of the date and year first written above.

THIS CONTRACT CONTAINS A BINDING ARBITRATION PROVISION WHICH MAY BE ENFORCED BY THE PARTIES.

SELLER

BUYER

Memphis Redbirds Baseball Foundation,  
Inc.

Memphis Redbirds, LLC

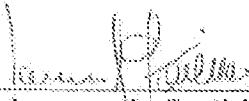
By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

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

Acknowledged and agreed solely with respect to Sections 2.3.2, 6.3(a), 6.3(b), 6.3(c), 6.3(e), 6.3 (waiver language), 7.1, 8.5, 10.1, 10.2, 10.3, 10.4, 10.5, 10.6, 10.8, 10.9, 10.10, 10.11, 10.12, 10.13 and 10.17.

FUNDAMENTAL

Fundamental Advisors, LP

By:   
Name: Laurence L. Gottlieb  
Title: Chairman and CEO

*Signature Page to Asset Purchase Agreement*

**TRADEMARK**  
**REEL: 005395 FRAME: 0409**



**Section 3.14 – Intellectual Property.**

- 1) Ballpark Naming Agreement entered into the 15<sup>th</sup> day of December, 1997 by and between Blues City Baseball, Inc., Seller and AutoZone, Inc.
- 2) The domain name, memphisredbirds.com, hosted by Network Solutions (Account No. 21975050).
- 3) See attached additional domain name information.
- 4) See attached trademarks.
- 5) Any other naming or sponsorship rights or other Intellectual Property Rights provided pursuant to any contract or agreements listed on Section 3.15.1 of the Disclosure Schedule.

Additional Domain Name Information

Section 3.14 – Intellectual Property

Website: [www.memphisredbirds.com](http://www.memphisredbirds.com) which redirects to BAM sponsored site of <http://www.milb.com/index.jsp?sid=t235>

There is a [memphisredbirds.tv](http://memphisredbirds.tv). I'm not sure if it is owned by MLBAM or someone else but I do not think it's us.

Online store: [http://redbirds.milbstore.com/store.cfm?store\\_id=145](http://redbirds.milbstore.com/store.cfm?store_id=145) (Contract provided in Data Room)

Twitter: @AutoZone Park, @memphisredbirds, @RedbirdsGM, @SelbyRedbirds

Facebook: [Facebook.com/memphisredbirds](https://www.facebook.com/memphisredbirds) & AutoZone Park (doesn't have an easy url: [facebook.com/pages/AutoZone-Park/143882255645987](https://www.facebook.com/pages/AutoZone-Park/143882255645987))

Four Square: [Foursquare.com/memphisredbirds](https://www.foursquare.com/memphisredbirds)

Instagram: [Instagram.com/memphisredbirds](https://www.instagram.com/memphisredbirds)

Pinterest: [Pinterest.com/memphisredbirds](https://www.pinterest.com/memphisredbirds)

LinkedIn: [linkedin.com/company/memphis-redbirds](https://www.linkedin.com/company/memphis-redbirds)

YouTube: [youtube.com/MemphisRedbirds](https://www.youtube.com/MemphisRedbirds)

Vimeo: [vimeo.com/memphisredbirds](https://www.vimeo.com/memphisredbirds)

Ebay: [ebay.com/memphisredbirdsbaseballfoundation/](https://www.ebay.com/memphisredbirdsbaseballfoundation/)

Chirp Chatter Blog: [ChirpChatter.milblogs.com](http://ChirpChatter.milblogs.com)

Redbirds Rundown: Hosted through Vertical Response (6 month contract – expires 10/12/13)

Redbirds App: Hosted through RunTriz (Under contract. Copy is not available. I have requested a copy from vender. The contract will be added to data room when received.)



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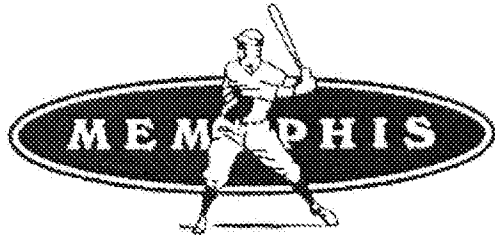
TESS was last updated on Wed Aug 14 03:12:16 EDT 2013

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**Word Mark MEMPHIS**

**Goods and Services** IC 016. US 002 005 022 023 029 037 038 050. G & S: paper goods and printed matter, namely, note books, note pads, pencil holders, pens, non-electric erasers, pencils, autograph books, stationary-type portfolios, baseball trading cards, bumper stickers, lithographs, bookmarks, sticker albums, paper pennants, reference books of interest to baseball fans, check books, binders, badges, travel guide books, blank cards, catalogs of interest to baseball fans, check book covers, paper containers, decals, envelopes, stationary folders, desk pads, bond paper, copy paper, newsprint paper, paper name badges, printed paper signs, paper weights, pictures, posters, printed awards, printed guides of interest to baseball fans, baseball demographics questionnaires, score books, printed survey answer sheets, paper identification tags and printed souvenir game tickets. FIRST USE: 19971101. FIRST USE IN COMMERCE: 19971101

IC 025. US 022 039. G & S: clothing, namely, shirts, shorts, tee shirts, polo shirts, [ golf shirts, tank tops, jogging suits, socks, underwear, ] jackets, [ sweaters, vests, pants, ] ponchos, [ visors, raincoats, ] hats, caps, [ cloth bibs, ties, pajamas, baby pants, baby booties and short sets, ] sweatshirts, [ mittens, gloves, knitted hats, scarves, nosliery, ] wrist bands, [ head bands, robes, aprons, shoes, cloth diaper sets, wind resistant jackets, jumpsuits, sweatpants, overalls, bandannas, beachwear, bathing suits, belts, bermuda shorts, blouses, coats, dresses, gym suits, head wear, leather jackets, ]jerseys, pullovers, [ rompers, rainwear, parkas, night shirts, neckwear, V-neck sweaters ] and knit shirts. FIRST USE: 19971101. FIRST USE IN COMMERCE: 19971101

IC 028. US 022 023 038 050. G & S: toys and sporting goods, namely, baseball, golf balls, baseball bats, baseball batting gloves, baseball gloves, [ inflatable toy baseball bats, inflatable toy baseballs, ] toy baseball batting helmets, [ baseball bases, Christmas tree ornaments, ] stuffed toy animals. FIRST USE: 19971101. FIRST USE IN COMMERCE: 19971101

**Mark Drawing Code** (3) DESIGN PLUS WORDS, LETTERS, AND/OR NUMBERS

**Design Search Code** 02.01.19 - Athletes (men); Golfer; Men, athletes, strongmen; Strongmen  
 26.03.17 - Concentric ovals; Concentric ovals and ovals within ovals; Ovals within ovals; Ovals, concentric  
 26.03.21 - Ovals that are completely or partially shaded

**Serial Number** 75401926  
**Filing Date** December 8, 1997  
**Current Basis** 1A  
**Original Filing Basis** 1A  
**Published for Opposition** April 6, 1999  
**Registration Number** 2256687  
**Registration Date** June 29, 1999  
**Owner** (REGISTRANT) Blues City Baseball, Inc. CORPORATION TENNESSEE 8 South Third Street, Suite 101 **Memphis** TENNESSEE 38103  
 (LAST LISTED OWNER) **MEMPHIS REDBIRDS** BASEBALL FOUNDATION CORPORATION TENNESSEE SUITE 300 175 TOYOTA PLAZA **MEMPHIS** TENNESSEE 38103  
**Assignment Recorded** ASSIGNMENT RECORDED  
**Attorney of Record** D. SCOTT POLEY  
**Disclaimer** NO CLAIM IS MADE TO THE EXCLUSIVE RIGHT TO USE "**MEMPHIS**" APART FROM THE MARK AS SHOWN  
**Type of Mark** TRADEMARK  
**Register** PRINCIPAL  
**Affidavit Text** SECT 15. SECT 6 (6-YR). SECTION 8(10-YR) 20090811.  
**Renewal** 1ST RENEWAL 20090811  
**Live/Dead Indicator** LIVE





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**Word Mark** M

**Goods and Services** IC 025. US 022 039. G & S: clothing, namely, shirts, shorts, tee shirts, polo shirts, golf shirts, [ tank tops, jogging suits, socks, underwear, ] jackets, [ sweaters, vests, pants, ] ponchos, [ visors, raincoats, ] hats, caps, [ cloth bibs, ties, pajamas, baby pants, baby booties and short sets, ] sweatshirts, [ mittens, gloves, knitted hats, scarves, hosiery, ] wrist bands, [ head bands, robes, aprons, shoes, cloth diaper sets, wind resistant jackets, jumpsuits, sweatpants, overalls, bandannas, beachwear, bathing suits, belts, bermuda shorts, blouses, coats, dresses, gym suits, head wear, leather jackets, ] jerseys, pullovers, [ rompers, rainwear, parkas, night shirts, neckwear, V-neck sweaters ] and knit shirts. FIRST USE: 19990101. FIRST USE IN COMMERCE: 19990101

**Mark Drawing Code** (3) DESIGN PLUS WORDS, LETTERS, AND/OR NUMBERS

**Design Search Code** 26.03.21 - Ovals that are completely or partially shaded

**Serial Number** 75401928

**Filing Date** December 8, 1997

**Current Basis** 1A

**Original Filing Basis** 1B

**Published for** October 13, 1998

**Opposition**

**Registration Number** 2298792

**Registration**

**Date** December 7, 1999  
**Owner** (REGISTRANT) Blues City Baseball, Inc. CORPORATION TENNESSEE 8 South Third Street, Suite 101 **Memphis**  
TENNESSEE 38103  
  
(LAST LISTED OWNER) **MEMPHIS REDBIRDS** BASEBALL FOUNDATION UNKNOWN NOT PROVIDED SUITE  
300 176 TOYOTA PLAZA **MEMPHIS** TENNESSEE 38103  
**Assignment Recorded** ASSIGNMENT RECORDED  
**Attorney of Record** Douglas F. Halljan  
**Type of Mark** TRADEMARK  
**Register** PRINCIPAL  
**Affidavit Text** SECT 15 SECT 8 (6-YR) SECTION 8(10-YR) 20090723.  
**Renewal** 1ST RENEWAL 20090723  
**Live/Dead Indicator** LIVE

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**Typed Drawing**

**Word Mark** ROCKEY THE ROCKIN' **REDBIRD**  
**Goods and Services** IC 041, US 100 101 107, G & S: ENTERTAINMENT SERVICES IN THE NATURE OF A TEAM MASCOT AT ATHLETIC EVENTS, EXHIBITIONS AND OTHER PUBLIC PEFROMANCES. FIRST USE: 19980301, FIRST USE IN COMMERCE: 19980301  
**Mark Drawing Code** (1) TYPED DRAWING  
**Serial Number** 75493832  
**Filing Date** June 1, 1998  
**Current Basis** 1A  
**Original Filing Basis** 1A  
**Published for** April 6, 1999  
**Opposition**  
**Registration Number** 2257189  
**Registration Date** June 29, 1999  
**Owner** (REGISTRANT) **Memphis Redbirds** Baseball Foundation NOT-FOR-PROFIT CORPORATION TENNESSEE Suite 300, 175 Toyota Plaza **Memphis** TENNESSEE 38103  
**Assignment Recorded** ASSIGNMENT RECORDED  
**Attorney of Record** D. Scott Poley  
**Type of Mark** SERVICE MARK  
**Register** PRINCIPAL  
**Affidavit**







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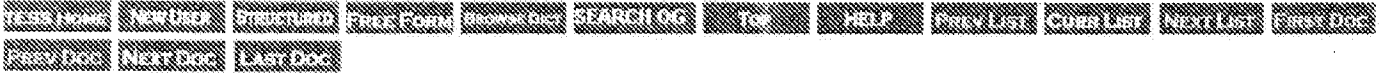
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<b>Word Mark</b>	M
<b>Goods and Services</b>	IC 025, US 022 039, G & S: Clothing, namely, caps, golf shirts, hats, jackets, knit shirts, polo shirts, pullovers, socks, t-shirts, visors, and wristbands. FIRST USE: 20070101, FIRST USE IN COMMERCE: 20070101
<b>Mark Drawing Code</b>	(5) WORDS, LETTERS, AND/OR NUMBERS IN STYLIZED FORM
<b>Trademark Search Facility Classification Code</b>	LETS-1 M A single letter, multiples of a single letter or in combination with a design
<b>Serial Number</b>	77441782
<b>Filing Date</b>	April 7, 2008
<b>Current Basis</b>	1A
<b>Original Filing Basis</b>	1A
<b>Published for Opposition</b>	August 26, 2008
<b>Registration Number</b>	3530703
<b>Registration Date</b>	November 11, 2008
<b>Owner</b>	(REGISTRANT) <b>Memphis Redbirds</b> Baseball Foundation CORPORATION TENNESSEE 175 Toyota Plaza <b>Memphis</b> TENNESSEE 38103
<b>Attorney of Record</b>	D. Scott Poley
<b>Prior Registrations</b>	2298792

**Description of Mark** Color is not claimed as a feature of the mark. The mark consists of a stylized M.  
**Type of Mark** TRADEMARK  
**Register**PRIN CIPAL  
**Live/Dead Indicator** LIVE



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