

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM343010

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Boise Baseball, LLC		12/16/2014	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	Boise Professional Baseball, LLC		
Street Address:	5600 Glenwood Street		
City:	Boise		
State/Country:	IDAHO		
Postal Code:	83714		
Entity Type:	LIMITED LIABILITY COMPANY: IDAHO		
PROPERTY NUMBERS Total: 8			
Property Type	Number	Word Mark	
Serial Number:	86259949	BOISE HAWKS	
Serial Number:	86260015	BOISE HAWKS	
Serial Number:	86273953	BOISE HAWKS	
Serial Number:	86274113		
Serial Number:	77149639		
Serial Number:	77175543	BOISE HAWKS	
Serial Number:	77149781	BOISE HAWKS	
Serial Number:	78105984	B BOISE HAWKS BASEBALL CLUB	
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/		

OP \$215.00 86259949

DATE SIGNED:	06/01/2015
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Total Attachments: 5

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TRADEMARK ASSIGNMENT AGREEMENT

THIS TRADEMARK ASSIGNMENT AGREEMENT (this "Agreement") is entered into effective as of the _____ day of _____ 2014 by and between Boise Baseball, LLC, a Delaware limited liability company ("Assignor"), in favor of Boise Professional Baseball, LLC, an Idaho limited liability company ("Assignee").

RECITALS

A. Assignor and Assignee are parties to that certain Asset Purchase Agreement dated as of August 8, 2014 (the "Purchase Agreement"). All capitalized terms used herein but not otherwise defined shall have the meanings set forth in the Purchase Agreement.

B. Assignor owns or has the right to use all of the marks including, without limitation, the United States federal trademark registrations identified on Exhibit 'A' attached hereto and incorporated herein by this reference (the "Marks").

C. Assignor desires to sell, transfer and assign to Assignee, and Assignee is desirous of acquiring from Assignor, any and all rights that Assignor has in and to the Marks and the registrations therefor, together with the goodwill of the Business with which the Marks are used and which are symbolized by the Marks, along with the right to recover for damages and profits for past infringement thereof.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing, the valuable consideration set forth in the Purchase Agreement, and other good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby acknowledged by Assignor by its execution hereof, the parties agree as follows:

1. Assignment. Assignor hereby sells, conveys, transfers and assigns to Assignee Assignor's entire right, title and interest in and to the Marks, as well as its entire right, title and interest in and to the registrations of the Marks heretofore granted or applied for, and in and to any and all common law rights to the Marks in the United States and any state thereof and in any country in the world, in all of their respective forms, together with all of the goodwill of the Business in connection with which the Marks are used and which are symbolized by the Marks, along with the right to recover for damages and profits for past infringements thereof.

2. Recording. Assignor does hereby expressly agree that Assignee may singly, and without assistance or consent from Assignor, undertake procedures to record the transfer of the Marks to Assignee in the United States Patent and Trademark Office or other applicable agency or governmental entity in any jurisdiction in the United States and any other country in the world.

3. Further Assurances. Assignor covenants and agrees that it will, at no cost to Assignee, whenever so requested by Assignee, execute and deliver such further instruments and perform any other reasonable acts that Assignee may require as may be necessary or convenient for vesting in Assignee the full benefit of all of the rights and premises hereby assigned and provide evidence to support any of the foregoing in the event such evidence is in the possession or control of Assignor.

4. Right to File for Registration. Without limiting the generality of the rights and assets assigned hereby or by the Purchase Agreement, Assignor hereby transfers, grants, conveys, and assigns to Assignee the sole and unencumbered right to file for and obtain worldwide registrations for any or all of the Marks, in any or all of its respective forms, in any and all trademark and service mark classes and categories as are applicable.

5. Effective Date. It is the intent of the parties that this Agreement shall be executed and delivered on the Closing Date and in connection with the Closing of the transactions contemplated by the Purchase Agreement. Notwithstanding anything herein to the contrary, nothing herein shall in any way modify, vary or enlarge the promises, agreements, representations and warranties of the parties as set forth in the Purchase Agreement.

6. Counterparts; Facsimile Signatures. This Agreement may be executed in counterparts and/or in several duplicates, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Facsimile or electronic mail signatures shall be accepted as originals.

[SIGNATURES FOLLOW ON PAGE 3]

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives on the date first above written.

ASSIGNORS:

Boise Baseball, LLC,
a Delaware limited liability company

By: _____



CORA E. BROWN (NAME)
MANAGER (TITLE)

ASSIGNEE:

Boise Professional Baseball, LLC,
an Idaho limited liability company

By: Agon Sports and Entertainment, LLC
a Delaware limited liability company

Its: Managing Member

By: _____










Chris Schoen
Managing Member

EXHIBIT 'A'

1. The domain names "www.BoiseHawks.com", "www.BoiseHawks.net".
2. Trademark: "Boise Hawks Baseball Club"
Design plus words, letters and/or numbers
USPTO Registration Numbers: 2,827,620 and 2,758,829.
3. Trademark: "Boise Hawks"
Design plus words, letters and/or numbers
USPTO Registration Numbers: 3,400,988 and 3,404,473.
4. "Hawkstown, U.S.A."
5. "Humphrey the Hawk"
6. The current official Boise Hawks Club Logos and Uniform Graphics.

Boise Hawks

Serial Number	Reg. Number	Mark	Reg. Date	Expires
86259949	Pending	Boise Hawks		
86260015	Pending			
86273953	Pending			
86274113	Pending			
77149639	3355821		12/18/2007	12/18/2017
77175543	3400988		3/25/2008	3/25/2018
77149781	3404473		4/1/2008	4/1/2018
78105984	2827620		3/30/2004	3/30/2024