

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM345004

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Mandalay Baseball Properties, LLC		05/22/2015	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	At Bat Group, LLC		
Street Address:	110 E 10th St		
City:	Erie		
State/Country:	PENNSYLVANIA		
Postal Code:	16501		
Entity Type:	LIMITED LIABILITY COMPANY: PENNSYLVANIA		
PROPERTY NUMBERS Total: 8			
Property Type	Number	Word Mark	
Registration Number:	4599790	E ERIE SEAWOLVES	
Registration Number:	4478075		
Registration Number:	4542246	ERIE SEAWOLVES E	
Registration Number:	2591192	ERIE SEAWOLVES	
Registration Number:	2299810		
Registration Number:	1972640	ERIE SEAWOLVES	
Registration Number:	2014831	SEAWOLVES	
Registration Number:	2016899	SEAWOLVES	
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 4599790

DATE SIGNED:	06/18/2015
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Total Attachments: 5

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TRADEMARK ASSIGNMENT AGREEMENT

This Trademark Assignment Agreement (this "Agreement") is made and delivered as of May 22, 2015, between Mandalay Baseball Properties, LLC, a Delaware limited liability company ("Seller"), and At Bat Group, LLC, a Pennsylvania limited liability company ("Buyer"), in connection with that certain Asset Purchase Agreement, dated January 16, 2015, 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.

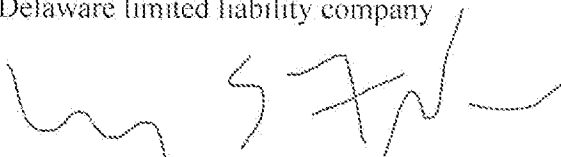
5. General. This Agreement shall be binding upon, and inure to the benefit of, the parties to this Agreement and their respective successors and assigns. This Agreement shall be governed by and construed in accordance with the laws of the State of Delaware, excluding the conflicts of law provisions thereof. 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:

MANDALAY BASEBALL PROPERTIES, LLC,
a Delaware limited liability company



Name: Larry S. Freedman
Title: President

BUYER:

AT BAT GROUP, LLC,
a Pennsylvania limited liability company

Name: Fernando Aguirre
Title: President

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.

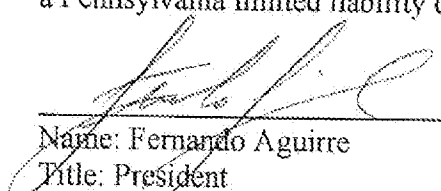
SELLER:

MANDALAY BASEBALL PROPERTIES, LLC,
a Delaware limited liability company

Name: Larry S. Freedman
Title: President

BUYER:

AT BAT GROUP, LLC,
a Pennsylvania limited liability company



Name: Fernando Aguirre
Title: President

[Signature Page to Trademark Assignment Agreement]

EXHIBIT A

Mark	Serial No.	Registration No.
E ERIE SEAWOLVES	85973035	4599790
	85972946	4478075
ERIE SEAWOLVES E	85972606	4542246
ERIE SEAWOLVES	76237509	2591192
	75558181	2299810
ERIE SEAWOLVES	74647606	1972640
SEAWOLVES	74631137	2014831
SEAWOLVES	74631132	2016899