

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM351885

<b>SUBMISSION TYPE:</b>	RESUBMISSION
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL
<b>RESUBMIT DOCUMENT ID:</b>	900331023

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Lexington Professional Baseball Company, LLC		12/19/2014	LIMITED LIABILITY COMPANY: KENTUCKY
Fun for Kentucky Entertainment Group, LLC		12/19/2014	LIMITED LIABILITY COMPANY: KENTUCKY
Lexington Properties, LLC		12/19/2014	LIMITED LIABILITY COMPANY: KENTUCKY

**RECEIVING PARTY DATA**

<b>Name:</b>	STANDS LLC
<b>Street Address:</b>	207 Legends Lane
<b>City:</b>	Lexington
<b>State/Country:</b>	KENTUCKY
<b>Postal Code:</b>	40505
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: DELAWARE

**PROPERTY NUMBERS Total: 13**

Property Type	Number	Word Mark
<b>Registration Number:</b>	2533009	LEXINGTON LEGENDS
<b>Registration Number:</b>	2714016	LEXINGTON LEGENDS
<b>Registration Number:</b>	2666953	LEXINGTON LEGENDS
<b>Registration Number:</b>	2636495	LEXINGTON LEGENDS
<b>Registration Number:</b>	2530759	LEGENDS
<b>Registration Number:</b>	2534916	LEXINGTON LEGENDS PROFESSIONAL BASEBALL
<b>Registration Number:</b>	2700926	LEXINGTON LEGENDS PROFESSIONAL BASEBALL
<b>Registration Number:</b>	2636556	LEXINGTON LEGENDS PROFESSIONAL BASEBALL
<b>Registration Number:</b>	2700925	LEXINGTON LEGENDS PROFESSIONAL BASEBALL
<b>Registration Number:</b>	2664406	L
<b>Registration Number:</b>	2626490	L
<b>Registration Number:</b>	2626489	L
<b>Registration Number:</b>	3021298	L

**CORRESPONDENCE DATA****Fax Number:** 5025881987*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.***Phone:** 502-625-2887**Email:** aberge@middletonlaw.com**Correspondent Name:** Amy B. Berge**Address Line 1:** 401 South Fourth Street**Address Line 2:** Suite 2600**Address Line 4:** Louisville, KENTUCKY 40202**ATTORNEY DOCKET NUMBER:** ZT667-15001**NAME OF SUBMITTER:** Amy B. Berge**SIGNATURE:** /Amy B. Berge/**DATE SIGNED:** 08/19/2015**Total Attachments: 5**

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## ASSIGNMENT OF TRADEMARKS

This ASSIGNMENT OF TRADEMARKS (this "Assignment") is made as of December 19, 2014, among (i) Fun For Kentucky Entertainment Group, LLC, a Kentucky limited liability company ("Fun For Kentucky"), (ii) Lexington Properties, LLC, a Kentucky limited liability company ("Lexington Properties"), (iii) Lexington Professional Baseball Company LLC, a Kentucky limited liability company ("Lexington Professional Baseball" and collectively with Fun For Kentucky and Lexington Properties, "Assignors"), and (iv) STANDS LLC, a Delaware limited liability company ("Assignee").

WHEREAS, Assignors and Assignee entered into that certain Asset Purchase Agreement dated as of December 5, 2014 (the "Asset Purchase Agreement"), among (i) Assignors, (ii) Assignee, (iii) New Castle Kentucky Holdings LLC, a Delaware limited liability company, (iv) Trust U/A dtd A.W. Martinelli, Settlor, FBO Susan Shea, (v) William H. Shea, Jr., and (vi) Susan Martinelli Shea;

WHEREAS, Assignors, doing business as the Lexington Legends, are the owners of all right, title, and interest in, to and under the trademarks listed in Exhibit A attached hereto (the "Marks"); and

WHEREAS, Assignee wishes to acquire any and all rights Assignors have in, to and under the Marks, together with the goodwill of the business in connection with which the Marks are used and which is symbolized by the Marks, along with the right to recover for damages and profits for past infringements thereof.

NOW, THEREFORE, in consideration of the foregoing premises, the respective covenants and agreements set forth in this Assignment, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound hereby, hereby agree as follows:

1. Assignment. Effective as of the Closing Date (as defined in the Asset Purchase Agreement), each Assignor does hereby sell and assign unto Assignee, all right, title, and interest in and to the Marks, together with the goodwill of the business in connection with which the Marks are used and which is symbolized by the Marks, along with the right to recover for damages and profits for past infringements thereof.

2. Further Assurance. Each Assignor hereby agrees to execute and deliver, at the request of Assignee, all papers, instruments and assignments, and to perform any other

reasonable acts Assignee may require in order to vest all of Assignors' right, title, and interest in, to and under the Marks in Assignee and/or to provide evidence to support any of the foregoing in the event such evidence is deemed necessary by Assignee, to the extent that such evidence is in the possession or control of Assignors.

3. Conflict. Nothing in Assignment of Trademarks, express or implied, is intended or shall be construed to expand or defeat, impair or limit in any way the rights, obligations, claims or remedies of Assignors and Assignee as set forth in the Asset Purchase Agreement. In the event of any conflict or inconsistency between the terms of the Asset Purchase Agreement and the terms hereof, the terms of the Asset Purchase Agreement shall govern.

4. Successors and Assigns. This Assignment will inure to the benefit of and be binding on the successors and assigns of the parties hereto.

5. Governing Law. The validity, construction, and performance of this Assignment shall be governed by the laws of the State of New York (excluding its principles of conflict of laws).

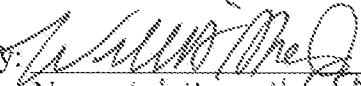
6. Counterparts. This Assignment may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same agreement.

[Signature Pages Follow]

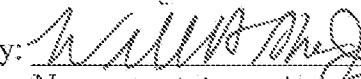
IN WITNESS WHEREOF, each Assignor and Assignee has caused this agreement to be executed and delivered by its duly authorized representative as of the date first written above.

ASSIGNORS:

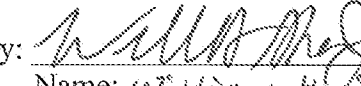
FUN FOR KENTUCKY ENTERTAINMENT  
GROUP, LLC

By:   
Name: *William H. Shea Jr*  
Title: *Manager*

LEXINGTON PROPERTIES, LLC

By:   
Name: *William H. Shea Jr*  
Title: *Manager*

LEXINGTON PROFESSIONAL BASEBALL  
COMPANY LLC

By:   
Name: *William H. Shea, Jr*  
Title: *Manager*

ASSIGNEE:

STANDS LLC

By: \_\_\_\_\_  
Name: Andy Shea  
Title: Chief Executive Officer

IN WITNESS WHEREOF, each Assignor and Assignee has caused this agreement to be executed and delivered by its duly authorized representative as of the date first written above.

ASSIGNORS:

FUN FOR KENTUCKY ENTERTAINMENT  
GROUP, LLC

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

LEXINGTON PROPERTIES, LLC

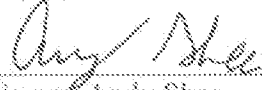
By: \_\_\_\_\_  
Name:  
Title:

LEXINGTON PROFESSIONAL BASEBALL  
COMPANY LLC

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

ASSIGNEE:

STANDS LLC

By:  \_\_\_\_\_  
Name: Andy Shea  
Title: Chief Executive Officer

## EXHIBIT A

1. LEXINGTON LEGENDS (word mark)
  - a. Registration No. 2,533,009 – Entertainment in the nature of professional baseball games
  - b. Registration No. 2,714,016 – Baseballs, baseball bats, stuffed toys and Christmas tree ornaments which are sold in connection with the promotion of a professional baseball club
  - c. Registration No. 2,666,953 – Clothing, namely, shirts
  - d. Registration No. 2,636,495 – Posters, sports trading cards, stationery, bumper stickers, score books, calendars, greeting cards, memo pads, and postcards
2. LEGENDS (word mark)
  - a. Registration No. 2,530,759 – Entertainment in the nature of professional baseball games
3. LEXINGTON LEGENDS PROFESSIONAL BASEBALL CLUB & Design
  - a. Registration No. 2,534,916 – Entertainment in the nature of professional baseball games
  - b. Registration No. 2,700,926 – Clothing, namely, shirts, pants, headwear, shorts, athletic uniforms, socks, jackets, neckwear, footwear, sleepwear, loungewear
  - c. Registration No. 2,636,556 – Posters, sports trading cards, stationery, bumper stickers, score books, calendars, greeting cards, memo pads, and postcards
  - d. Registration No. 2,700,925 – Baseballs, baseball bats, stuffed toys and Christmas tree ornaments which are sold in connection with the promotion of a professional baseball club
4. L & Design
  - a. Registration No. 2,664,406 – Entertainment in the nature of professional baseball games
  - b. Registration No. 2,626,490 – Posters, sports trading cards, stationery, bumper stickers, score books, calendars, greeting cards, memo pads, and postcards
  - c. Registration No. 2,626,489 -- Baseballs, baseball bats, stuffed toys and Christmas tree ornaments, toy figures
  - d. Registration No. 3,021,298 – Clothing, namely, shirts, pants, headwear, shorts, athletic uniforms, socks, jackets, neckwear, footwear, sleepwear