

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM368626

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Binghamton Mets Baseball Club, Inc.		12/23/2015	CORPORATION: NEW YORK
RECEIVING PARTY DATA			
Name:	Evans Street Baseball Inc.		
Street Address:	104 Etowah Court		
City:	Bonaire		
State/Country:	GEORGIA		
Postal Code:	31005		
Entity Type:	CORPORATION: GEORGIA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2061146	B	
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/		
DATE SIGNED:	01/11/2016		
Total Attachments: 7			
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TRADEMARK ASSIGNMENT AGREEMENT

THIS TRADEMARK ASSIGNMENT AGREEMENT (this "Agreement") is entered into effective as of the 23rd day of December 2015 by and between Binghamton Mets Baseball Club, Inc., a New York corporation ("Assignor"), in favor of Evans Street Baseball Inc., a Georgia corporation ("Assignee").

RECITALS

A. Assignor and Assignee are parties to that certain Asset Purchase Agreement dated as of November 9, 2015 (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 owned by Assignor 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 owned by Assignor 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. **No Expansion.** This Agreement is not intended to and shall not restrict, expand, or in any way affect the rights and/or obligations of Assignor and Assignee under and pursuant to the Purchase Agreement or grant to Assignee any right, title, or interest in the Marks other than any right, title, or interest that Assignor may have in the Marks.

5. **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 owned by Assignor, in any or all of their respective forms, in any and all trademark and service mark classes and categories as are applicable.

6. **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.

7. **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.

8. **No Additional Representations or 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.

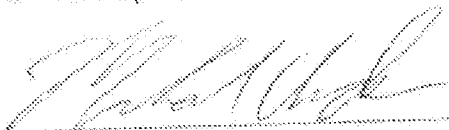
9. **Terms of Purchase Agreement.** In the event of any conflict or inconsistency between the terms of the Purchase Agreement and the terms hereof, the terms of the Purchase Agreement shall govern.

[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.

ASSIGNOR:

Binghamton Mets Baseball Club, Inc.
a New York corporation

By: 
Mike Urda, President

ASSIGNEE:

Evans Street Baseball Inc.
a Georgia corporation

By: _____
John A. Hughes, Jr., President

[Signature Page to Trademark Assignment Agreement]

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

ASSIGNOR:

Binghamton Mets Baseball Club, Inc.
a New York corporation

By: _____
Mike Urda, President

ASSIGNEE:

Evans Street Baseball Inc.
a Georgia corporation

By:  _____
John A. Hughes, Jr., President

[Signature Page to Trademark Assignment Agreement]

EXHIBIT 'A'



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Word Mark B
Goods and Services IC 025. US 022.039. G & S: clothing, namely, hats, caps, shirts, teeshirts, tank tops, golf shirts, polo shirts, jerseys, shorts, sweaters, sweat shirts, sweat pants, ponchos, jackets, athletic uniforms, infantwear and wind resistant jackets. FIRST USE: 19950100. FIRST USE IN COMMERCE: 19950100
Mark Drawing Code (3) DESIGN PLUS WORDS, LETTERS, AND/OR NUMBERS
Design Search Code 03.23.06 - Bees; Hornets; Wasp; Yellowjackets
 03.23.26 - Costumed insects, spiders, and micro-organisms and those with human attributes
Serial Number 75103505
Filing Date May 13, 1996
Current Basis 1A
Original Filing Basis 1A
Published for Opposition February 18, 1997
Registration Number 2061146
Registration Date May 13, 1997
Owner (REGISTRANT) Binghamton Mets Baseball Club, Inc. CORPORATION NEW YORK 211 Henry Street Binghamton NEW YORK 13901
Attorney of Record JAMES R. FRANZ

Type of Mark TRADEMARK
Register PRINCIPAL
Affidavit Text SECT 8 (6-YR). SECTION 8(10-YR) 20070607.
Renewal 1ST RENEWAL 20070607
Live/Dead Indicator LIVE

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