

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM377557

SUBMISSION TYPE:	RESUBMISSION
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL
RESUBMIT DOCUMENT ID:	900357763

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Memphis Redbirds Baseball Foundation		03/28/2014	Non-Profit Public Benefit Corporation: TENNESSEE

RECEIVING PARTY DATA

Name:	Memphis Redbirds, LLC
Street Address:	700 Clark Street
City:	St. Louis
State/Country:	MISSOURI
Postal Code:	63102
Entity Type:	Limited Liability Company: MISSOURI

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	2278458	MEMPHIS

CORRESPONDENCE DATA

Fax Number: 3126025050
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: 3126025000
Email: bcipdocketing@bryancave.com
Correspondent Name: Mark A. Paskar
Address Line 1: 211 North Broadway, Suite 3600
Address Line 4: St. Louis, MISSOURI 63102-2750

ATTORNEY DOCKET NUMBER:	N002410
NAME OF SUBMITTER:	Mark A. Paskar
SIGNATURE:	/Mark A. Paskar/
DATE SIGNED:	03/22/2016

Total Attachments: 7

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ASSIGNMENT AND ASSUMPTION AGREEMENT FOR INTELLECTUAL PROPERTY

This Assignment and Assumption Agreement for Intellectual Property (this "Agreement"), effective March 28, 2014, is by and between Memphis Redbirds Baseball Foundation, a Tennessee non-profit public benefit corporation ("Assignor"), and Memphis Redbirds, LLC, a Missouri limited liability company ("Assignee").

WHEREAS, Assignor, Assignee, 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 partnership have entered into that certain Asset Purchase Agreement dated November 7, 2013 (as amended, the "Purchase Agreement").

WHEREAS, Assignor is the owner of all right, title, and interest in and to the Intellectual Property Assets and desires to assign all of its right in and to the Intellectual Property Assets. The term Intellectual Property Assets, as defined in the Purchase Agreement, includes, without limitation, the items listed on Schedule 1 attached hereto.

WHEREAS, Assignee wishes to acquire any and all rights Assignor has in and to the Intellectual Property Assets, along with the right to recover for damages and profits for past infringements thereof.

NOW, THEREFORE, in consideration of the foregoing recitals and the mutual promises contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee agree as follows:

1. Defined Terms. All capitalized terms used in this Agreement, unless otherwise defined herein, shall have the meaning assigned to them in the Purchase Agreement. The items listed on Schedule 1 are hereby incorporated into Section 3.14 of the Disclosure Schedule to the Purchase Agreement, and the term Intellectual Property Assets in the Purchase Agreement shall be deemed to include such items.

2. Assignment and Assumption. Assignor hereby sells, assigns, transfers, and conveys unto Assignee all right, title, and interest in and to the Intellectual Property Assets, along with the right to recover for damages and profits for past infringements thereof. Assignee does hereby accept and assume all of Assignor's right, title, and interest in and to the Intellectual Property Assets.

3. Further Actions. Assignor agrees to execute and deliver, at the reasonable request of Assignee, all papers, instruments and assignments, and to perform any other reasonable acts Assignee may require in order to vest all of Assignor's right, title, and interest in and to the Intellectual Property Assets in Assignee and/or to provide evidence to support any of the foregoing in the event such evidence is deemed reasonably necessary by Assignee, to the extent that such evidence is in the possession or control of Assignor.

4. Purchase Agreement. This Agreement is being executed and delivered pursuant and subject to the Purchase Agreement. Nothing in this Agreement shall, or shall be deemed to,

defeat, limit, alter or impair, enhance or enlarge any right, obligation, claim, remedy, limitation, exclusion or exculpation set forth in the Purchase Agreement. In the event of any conflict between this Agreement and the Purchase Agreement, the Purchase Agreement shall control.

5. Successors and Assigns; No Assignment. Neither Assignor nor Assignee may assign any of its rights or delegate any of its obligations under this Agreement without the prior written consent of the other party and Fundamental Advisors. Any attempted assignment or delegation without such required consent shall be null and void. Subject to the foregoing, this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective legal representatives, successors, and permitted assigns.

6. Governing Law. This Agreement shall be governed by, construed and enforced in accordance with the internal substantive laws of the State of Tennessee without giving effect to conflict of law principles. Seller and Buyer each hereby expressly and irrevocably agree that any suit, action or proceeding arising out of or in connection with this Agreement may be brought in any state or federal court sitting in either the City of Memphis, Tennessee or the City of St. Louis or St. Louis County, Missouri, and each party hereby irrevocably waives to the fullest extent permitted by law, any objection which it may have now or hereafter to the laying of venue or the jurisdiction or the convenience of the forum of any such legal suit, action or proceeding and irrevocably submits generally and unconditionally to the jurisdiction of any such court in any such suit, action or proceeding.

7. Amendment; Waiver. This Agreement may be altered, amended or modified in whole or in part at any time only by a writing signed by Assignor and Assignee. No waiver of any of the provisions of this Agreement shall be deemed, or shall constitute, a waiver of any other provision, whether or not similar, nor shall any waiver constitute a continuing waiver. No failure or delay by any party in exercising any right, power or privilege under this Agreement shall operate as a waiver thereof, nor will any single or partial exercise thereof preclude any other or further exercise of any right, power or privilege hereunder. No waiver shall be binding unless executed in writing by the party making the waiver, with such writing specifically referring to the term so waived and explicitly making such waiver.

8. Counterparts; Facsimile Signatures. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Delivery of an executed counterpart of a signature page to this Agreement by facsimile or electronic mail will be effective as delivery of a manually executed counterpart of this Agreement.

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IN WITNESS WHEREOF, each of the parties hereto has executed this Agreement as of the date first set forth above.

ASSIGNOR:

Memphis Redbirds Baseball Foundation

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

ASSIGNEE:

Memphis Redbirds, LLC

By: _____
Name: _____
Title: _____

Acknowledged and agreed 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:

Fundamental Advisors, LP

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

IN WITNESS WHEREOF, each of the parties hereto has executed this Agreement as of the date first set forth above.

ASSIGNOR:

Memphis Redbirds Baseball Foundation

By: _____
Name: _____
Title: _____

ASSIGNEE:

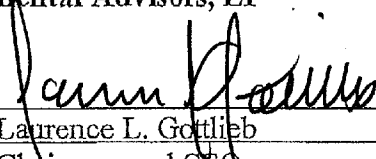
Memphis Redbirds, LLC

By: _____
Name: _____
Title: _____

Acknowledged and agreed 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:

Fundamental Advisors, LP

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

IN WITNESS WHEREOF, each of the parties hereto has executed this Agreement as of the date first set forth above.

ASSIGNOR:

Memphis Redbirds Baseball Foundation

By: _____
Name: _____
Title: _____

ASSIGNEE:

Memphis Redbirds, LLC

By: William D. Dewitt III
Name: William D. Dewitt III
Title: President

Acknowledged and agreed 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:

Fundamental Advisors, LP

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

Schedule 1

Additional Intellectual Property Assets

(attached hereto)

Schedule I to Assignment and Assumption Agreement for Intellectual Property

USPTO Class of Goods: 41
Mark (Design/Wordmark): Design
Mark Designation: Primary Logo
Registration Waived
Mark Description: WORD MEMPHIS STYLIZED WITH PLAYER
SWINGING BAT

File Date: 12/8/1997
Serial No: 75401927
Registration No: 2278458
Registration Date: 9/14/1999
Section 8/15: 9/9/2005
Section 8/9: 6/23/2009
Licensing Use Status: Official



USPTO Class of Goods: 21
Mark (Design/Wordmark): Design
Mark Designation: Primary Logo
Registration Waived
Mark Description: WORD MEMPHIS STYLIZED WITH PLAYER
SWINGING BAT

File Date: 12/8/1997
Serial No: 75401927
Registration No: 2278458
Registration Date: 9/14/1999
Section 8/15: 9/9/2005
Section 8/9: 6/23/2009
Licensing Use Status: Official



USPTO Class of Goods: 41
Mark (Design/Wordmark): MEMPHIS REDBIRDS
Mark Designation: Block Letters
Registration Waived
Mark Description: Memphis Redbirds in block letters

File Date:
Serial No:
Registration No:
Registration Date:
Section 8/15:
Section 8/9:
Licensing Use Status: Official

MEMPHIS
REDBIRDS