

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM390465

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Diamond Action, Inc.		06/23/2016	Corporation: MASSACHUSETTS
RECEIVING PARTY DATA			
Name:	Main Street Massachusetts, LLC		
Street Address:	1300 N.E. 94TH STREET		
City:	Miami Shores		
State/Country:	FLORIDA		
Postal Code:	33138		
Entity Type:	Limited Liability Company: FLORIDA		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	2694296	CANALIGATOR	
Registration Number:	2694297	CANALIGATOR	
Registration Number:	2502644	LOWELL	
Registration Number:	3722103	S	
Registration Number:	2067198	SPINNERS	
Registration Number:	2093676	SPINNERS	
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:	07/06/2016		

OP \$165.00 2694296

Total Attachments: 8

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GENERAL ASSIGNMENT OF INTELLECTUAL PROPERTY

This General Assignment of Intellectual Property (this "Assignment") is made as of June 23, 2016 ("Effective Date"), by and between Diamond Action, Inc., a Massachusetts corporation ("Assignor"), and Main Street Massachusetts, LLC, a Florida limited liability company ("Assignee").

RECITALS

WHEREAS, Assignor is engaged in the operation of a professional minor league baseball team in Lowell, Massachusetts, currently known as the "Lowell Spinners" (the "Team"), a Rookie League Minor League Franchise in the New York - Penn League of Professional Baseball Clubs, Inc., a member league of the National Association of Professional Baseball Leagues, Inc., which plays its home games at the Edward A. LeLacheur Park in Lowell, Massachusetts;

WHEREAS, Assignor and Assignee entered into that certain Asset Purchase Agreement dated as of May 6, 2016, by and between Assignor and Assignee, for Assignee's purchase of 100% of the tangible and intangible assets of the Team (the "Agreement");

WHEREAS, Assignor owns certain intellectual property used in connection with the Team;

WHEREAS, pursuant to the Agreement, Assignor has agreed to assign all intellectual property owned by Assignor and associated with the Team to Assignee;

WHEREAS, pursuant to the Agreement, Assignor has made a separate assignment to Assignee under that certain Domain Name and Website Agreement made as of even date herewith (the "Domain Name and Website Agreement"); and

WHEREAS, Assignor desires to hereby assign all other intellectual property owned by Assignor and associated with the Team to Assignee, and Assignee desires to receive and accept the same.

AGREEMENT

NOW, THEREFORE, in consideration of the premises and the covenants and agreements herein contained, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Assignor hereby assigns and conveys to Assignee its entire right, title, and interest world-wide and throughout the universe in and to whatever intellectual property it owns that is not specifically described in the Domain Name and Website Agreement and that is used in connection with the Team, including internet domain names, trademarks and patents, together with the goodwill of the Team connected with the use of and symbolized by such intellectual property (the "Intellectual Property").

2. Assignor hereby further assigns to Assignee its entire right, title, and interest world-wide and throughout the universe to whatever copyrights it owns for works of authorship used in connection with the Team (the "Copyrights").
3. Assignor warrants that it is the owner of the entire right, title and interest in and to said Copyrights and Intellectual Property and that Assignor has the right to make this Assignment.
4. Assignor warrants and covenants that no assignment, grant, mortgage, license, or other agreement affecting the rights and property herein conveyed has been or will be made to others by Assignor or any predecessor in title thereto, except (a) any license granted in connection with the Minor League Baseball merchandise licensing program, (b) the Interactive Media Rights Agreement entered into by Assignor with BIRCO Holding Company LLC, or any other agreement with respect to Baseball Internet Rights Company LLC ("BIRCO") or under or with respect to any agreement that BIRCO may be a party to involving the Seller's Grantor Properties as defined in the Interactive Media Rights Agreement, (c) the MiLB Enterprises LLC LLC *Subscription Agreement* and *Joinder to Operating Agreement* dated March 29, 2013 and any related agreement including the Operating Agreement, and (d) the provisions of the applicable baseball rules (the foregoing are collectively referred to as "Baseball Related Agreements"), and that the full right to convey the same as herein expressed is possessed thereby.
5. Assignor 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 Assignor's right, title, and interest in and to the Marks, as defined in the Agreement, 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 Assignor.
6. Assignor further agrees to execute such documents or provide lawful testimony or to provide such other assistance as may reasonably be requested by Assignee to perfect or record the assignments made herein and to obtain registrations of and to enforce such Copyrights and Intellectual Property world-wide and throughout the universe; provided, however, that Assignee shall reasonably compensate Assignor for its time and any and all costs are reimbursed in connection with any registrations or enforcement actions.
7. This assignment is subject to the Baseball Related Agreements. In the event of any conflict between this Assignment and the Baseball Related Agreements, the terms and provisions of the Baseball Related Agreements shall control.
8. This assignment shall be effective for copyright in the United States and all foreign countries.
8. This Assignment will inure to the benefit of and be binding on the successors and assigns of the parties hereto.

9. The validity, construction, and performance of this Agreement shall be governed by the laws of the Commonwealth of Massachusetts (excluding its principles of conflict of laws).
10. This Assignment may be executed in one or more counterparts, in the original or by facsimile, or other electronic transmission, including PDF, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

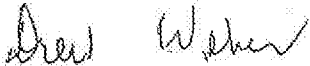
IN WITNESS WHEREOF, the undersigned have duly executed this Assignment as of June 23, 2016.

"ASSIGNOR"

"ASSIGNEE"

DIAMOND ACTION, INC.

MAIN STREET MASSACHUSETTS, LLC



By: Drew Weber
Its: President

By: David Heller
Its: Managing Member

9. The validity, construction, and performance of this Agreement shall be governed by the laws of the Commonwealth of Massachusetts (excluding its principles of conflict of laws).
10. This Assignment may be executed in one or more counterparts, in the original or by facsimile, or other electronic transmission, including PDF, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the undersigned have duly executed this Assignment as of May _____, 2016.

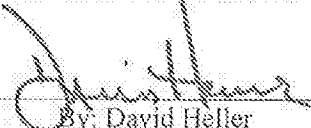
"ASSIGNOR"

"ASSIGNEE"

DIAMOND ACTION, INC.

MAIN STREET MASSACHUSETTS, LLC

By: Drew Weber
Its: President



By: David Heller
Its: Managing Member

**Minor League Baseball
Trademark Status Report**

LOWELL SPINNERS

New York-Penn League
SHORT-A

Mark: Block Letters
Mark Type: Mascot
Mark Description:
CANALIGATOR in block letters.

Owner: Diamond Action, Inc.
File Date: 7/18/1997
Serial No: 75326963
Registration #: 2694296
USPTO Class: 25
Goods or Services:
T-shirts and hats.

Registration Date: 3/1/2003
 Registration Waived
 Historic Mark?
 Hometown Collection?
 Character Clubhouse?
 CoExistence Agreement?
Licensing Use Status: Non-Official
Live or Dead: Live
5-6 Yr Renewal Due: 3/1/2009
5-6 Yr Renewal Filed: 1/21/2009
9-10 Yr Renewal Due: 3/1/2013
9-10 Yr Renewal Filed: 3/6/2013
20Yr Renewal Due: 3/1/2023
20 Yr Renewal Filed:
30 YR Renewal Due: 3/1/2033
30 YR Renewal Filed:
40 YR Renewal Due: 3/1/2043
40 YR Renewal Filed:

CANALIGATOR

Mark: Block Letters
Mark Type: Mascot
Mark Description:
CANALIGATOR in block letters.

Owner: Diamond Action, Inc.
File Date: 7/18/1997
Serial No: 75326964
Registration #: 2694297
USPTO Class: 28
Goods or Services:
stuffed dolls.

Registration Date: 3/1/2003
 Registration Waived
 Historic Mark?
 Hometown Collection?
 Character Clubhouse?
 CoExistence Agreement?
Licensing Use Status: Non-Official
Live or Dead: Live
5-6 Yr Renewal Due: 3/1/2009
5-6 Yr Renewal Filed: 1/21/2009
9-10 Yr Renewal Due: 3/1/2013
9-10 Yr Renewal Filed: 3/6/2013
20Yr Renewal Due: 3/1/2023
20 Yr Renewal Filed:
30 YR Renewal Due: 3/1/2033
30 YR Renewal Filed:
40 YR Renewal Due: 3/1/2043
40 YR Renewal Filed:

CANALIGATOR

**Minor League Baseball
Trademark Status Report**

LOWELL SPINNERS

New York-Penn League
SHORT-A

Mark: Design
 Mark Type: Home Cap Logo
 Mark Description: The mark consists of a baseball wearing a cap and swinging a baseball bat.

Owner: Diamond Action, Inc.
 File Date: 6/8/1999
 Serial No: 757236646
 Registration #: 2502644
 USPTO Class: 25
 Goods or Services: t-shirts and hats

Registration Date: 10/30/2001
 Registration Waived
 Historic Mark?
 Hometown Collection?
 Character Clubhouse?
 CoExistence Agreement?
 Licensing Use Status: Non-Official
 Live or Dead: Live

5-6 Yr Renewal Due: 10/30/2007
 5-6 Yr Renewal Filed: 2/12/2007
 9-10 Yr Renewal Due: 10/30/2011
 9-10 Yr Renewal Filed: 9/22/2014
 20Yr Renewal Due: 10/30/2021
 20 Yr Renewal Filed:
 30 YR Renewal Due: 10/30/2031
 30 YR Renewal Filed:
 40 YR Renewal Due: 10/30/2041
 40 YR Renewal Filed:

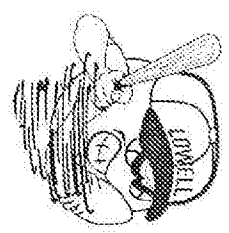
Mark: Design
 Mark Type: Home Cap Logo
 Mark Description: The mark consists of a spool of thread with thread forming an "S".

Owner: Diamond Action, Inc.
 File Date: 5/14/2009
 Serial No: 77736995
 Registration #: 3722103
 USPTO Class: 25
 Goods or Services:

Registration Date: 12/8/2009
 Registration Waived
 Historic Mark?
 Hometown Collection?
 Character Clubhouse?
 CoExistence Agreement?
 Licensing Use Status: Official
 Live or Dead: Live

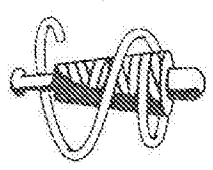
5-6 Yr Renewal Due: 12/8/2015
 5-6 Yr Renewal Filed: 11/10/2015
 9-10 Yr Renewal Due: 12/8/2019
 9-10 Yr Renewal Filed:
 20Yr Renewal Due: 12/8/2029
 20 Yr Renewal Filed:
 30 YR Renewal Due: 12/8/2039
 30 YR Renewal Filed:
 40 YR Renewal Due: 12/8/2049
 40 YR Renewal Filed:

Goods or Services: Clothing, namely, athletic uniforms, caps, golf shirts, gym suits, gym suits, hats, jerseys, knit shirts, polo shirts, ponchos, pullovers, rain coats, rainwear, sweat pants, sweat shirts, socks, t-shirts, tank tops, and visors.



TRADEMARK

REEL: 005828 FRAME: 0770

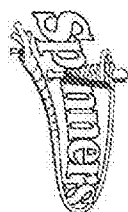


**Minor League Baseball
Trademark Status Report**

LOWELL SPINNERS

New York-Penn League
SHORT-A

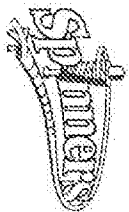
Mark: Design Registration Date: 6/3/1997
 Mark Type: Primary Logo
 Mark Description: The mark consists of a spool of thread with thread forming an "S" in the stylized word SPINNERS.
 Owner: Diamond Action, Inc.
 File Date: 7/8/1996
 Serial No: 75130857
 Registration #: 2067198
 USPTO Class: 16
 Goods or Services: paper goods and printed matter, namely, autograph books, pens, pencils, brochures of interest to baseball fans, bumper stickers, calendars, Christmas cards, coasters made of paper, credit cards, decals, mounted photographs, paper pennants, printed baseball game programs, printed game tickets, baseball game schedules, posters, trading cards, stationary type portfolios and unmounted photographs.



TRADEMARK

REEL: 005828 FRAME: 0771

Mark: Design Registration Date: 6/3/1997
 Mark Type: Primary Logo
 Mark Description: The mark consists of a spool of thread with thread forming an "S" in the stylized word SPINNERS.
 Owner: Diamond Action, Inc.
 File Date: 7/8/1996
 Serial No: 75130857
 Registration #: 2067198
 USPTO Class: 25
 Goods or Services: clothing, namely, caps, hats, shirts, tee shirts, golf shirts, polo shirts, sweat shirts, jackets, jerseys, athletic uniforms, shorts, infantwear and wind resistant jackets.



**Minor League Baseball
Trademark Status Report**

LOWELL SPINNERS

New York-Penn League
SHORT-A

Mark: Block Letters
Mark Type: Team Name
Mark Description:
SPINNERS IN block letters.

Registration Date: 9/2/1997

Registration Waived

Historic Mark?

Hometown Collection?

Character Clubhouse?

CoExistence Agreement?

Licensing Use Status: Official

Live or Dead: Live

Owner: Diamond Action, Inc.
File Date: 3/2/1/1996
Serial No: 75075965
Registration #: 2093676
USPTO Class: 41

Goods or Services: entertainment services in the nature of baseball games and exhibitions.

5-6 Yr Renewal Due: 9/2/2003
5-6 Yr Renewal Filed: 8/19/2003
9-10 Yr Renewal Due: 9/2/2007
9-10 Yr Renewal Filed: 2/12/2007
20Yr Renewal Due: 9/2/2017
20 Yr Renewal Filed:
30 YR Renewal Due: 9/2/2027
30 YR Renewal Filed:
40 YR Renewal Due: 9/2/2037
40 YR Renewal Filed:

SPINNERS

Mark: Design

Mark Type: Home Cap Logo

Mark Description:

The mark consists of a stylized representation of the letter "S" with a baseball in the center.

Registration Date: 7/15/1997

Registration Waived

Historic Mark?

Hometown Collection?

Character Clubhouse?

CoExistence Agreement?

Licensing Use Status: Non-Official

Live or Dead: Dead

Owner: Diamond Action, Inc.
File Date: 7/8/1996
Serial No: 75130630
Registration #: 2079128
USPTO Class: 25

Goods or Services:

clothing, namely, caps, hats, shirts, tee shirts, polo shirts, sweat shirts, jackets, jerseys, athletic uniforms, shorts, infantwear and wind resistant jackets.

5-6 Yr Renewal Due: 7/15/2003
5-6 Yr Renewal Filed:
9-10 Yr Renewal Due: 7/15/2007
9-10 Yr Renewal Filed:
20Yr Renewal Due: 7/15/2017
20 Yr Renewal Filed:
30 YR Renewal Due: 7/15/2027
30 YR Renewal Filed:
40 YR Renewal Due: 7/15/2037
40 YR Renewal Filed:



TRADEMARK

REEL: 005828 FRAME: 0772

RECORDED: 07/06/2016