

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM427159

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Montgomery Professional Baseball Club, LLC		05/03/2017	Limited Liability Company: ILLINOIS
RECEIVING PARTY DATA			
Name:	Biscuits Baseball, LLC		
Street Address:	200 Coosa Street		
City:	Montgomery		
State/Country:	ALABAMA		
Postal Code:	36104		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	2865308	MONTGOMERY BISCUITS	
Registration Number:	2875006	MONTGOMERY BISCUITS	
Registration Number:	2899770	M	
Registration Number:	2901723	MONTGOMERY BISCUITS	
CORRESPONDENCE DATA			
Fax Number:	7278215819		
<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:	05/11/2017		
Total Attachments: 7			
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TRADEMARK ASSIGNMENT AGREEMENT

This Trademark Assignment Agreement (this "Agreement") is made and delivered as of May 5, 2017, between Montgomery Professional Baseball Club, LLC, an Illinois limited liability company ("Seller"), and Biscuits Baseball, LLC, a Delaware limited liability company ("Buyer"), in connection with that certain Asset Purchase Agreement, dated January 24, 2017, 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 Alabama, 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:

Montgomery Professional Baseball Club, LLC
an Illinois limited liability company

By: 
Sherrie Myers, Co-Managing Member

By:  POA
Tom Dickson, Co-Managing Member

BUYER:

Biscuits Baseball, LLC
a Delaware limited liability company

By: Biscuits Baseball Manager, LLC
a Delaware limited liability company

By: _____
Lou DiBella, Managing Member

[Signature Page to Trademark Assignment Agreement]

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:

Montgomery Professional Baseball Club, LLC
an Illinois limited liability company

By: _____
Sherrie Myers, Co-Managing Member

By: _____
Tom Dickson, Co-Managing Member

BUYER:

Biscuits Baseball, LLC
a Delaware limited liability company

By: Biscuits Baseball Manager, LLC
a Delaware limited liability company

By:  _____
Lou DiBella, Managing Member

[Signature Page to Trademark Assignment Agreement]

Minor League Baseball Trademark Status Report

MONTGOMERY BISCUITS

Southern League
AA

Mark: Block Letters
 Mark Type: Team Name
 Mark Description: MONTGOMERY BISCUITS in block letters:
 Owner: Montgomery Professional Baseball Club, LLC
 File Date: 9/9/2003
 Serial No: 78297998
 Registration #: 2875006
 USPTO Class: 41
 Goods or Services:

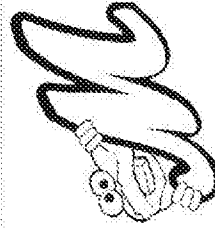
Registration Date: 8/17/2004
 Registration Waived
 Historic Mark?
 Hometown Collection?
 Character Clubhouse?
 CoExistence Agreement?
 Licensing Use Status: Official
 Live or Dead: Live

**MONTGOMERY
BISCUITS**

IC 041, US 100 101, 107, G & S: Entertainment services in the nature of baseball games, exhibitions and mascot appearances. FIRST USE: 20030300. FIRST USE IN COMMERCE: 20030523

Mark: Design
 Mark Type: Home Cap Logo
 Mark Description: The mark consists of an M and a character.
 Owner: Montgomery Professional Baseball Club, LLC
 File Date: 9/9/2003
 Serial No: 78298086
 Registration #: 2899770
 USPTO Class: 25
 Goods or Services:

Registration Date: 11/2/2004
 Registration Waived
 Historic Mark?
 Hometown Collection?
 Character Clubhouse?
 CoExistence Agreement?
 Licensing Use Status: Official
 Live or Dead: Live



IC 025, US 022 039, G & S: Clothing, namely, aprons, athletic uniforms, bandanas, boxer shorts, caps, cloth baby bibs, coats, golf shirts, gym shorts, gym suits, hats, jackets, jerseys, jogging suits, knit shirts, pajamas, polo shirts, ponchos, pullovers, rain coats, rainwear, sweaters, sweat pants, sweat shirts, socks, sport shirts, t-shirts, tank tops, ties, visors, wind resistant jackets and wristbands. FIRST USE: 20030300. FIRST USE IN COMMERCE: 20030523

Minor League Baseball
Trademark Status Report

MONTGOMERY BISCUITS

Southern League
AA

Mark: Design
Mark Type: Primary Logo
Mark Description:
The mark consists of MONTGOMERY BISCUITS with a character.
Owner: Montgomery Professional Baseball Club, LLC
File Date: 9/10/2003
Serial No: 78298370
Registration #: 2865308
USPTO Class: 16
Goods or Services:
5-6 Yr Renewal Due: 7/20/2010
5-6 Yr Renewal Filed: 7/9/2010
9-10 Yr Renewal Due: 7/20/2014
9-10 Yr Renewal Filed: 5/15/2014
20 Yr Renewal Due: 7/20/2024
20 Yr Renewal Filed:
30 YR Renewal Due: 7/20/2034
30 YR Renewal Filed:
40 YR Renewal Due: 7/20/2044
40 YR Renewal Filed:



Registration Date: 7/20/2004
 Registration Waived
 Historic Mark?
 Hometown Collection?
 Character Clubhouse?
 CoExistence Agreement?
 Licensing Use Status: Official
 Live or Dead: Live

IC 016: US 002 005 022 023 029 037 038 050. G & S: Paper Goods and Printed Matter; namely, autograph books, binders, bookmarks, bumper stickers, calendars, catalogs of interest to baseball fans, decals, merchandise bags, newsletters of interest to baseball fans, note pads, paper containers, paper pennants, pens, pencils, postcards, posters, printed awards, printed game tickets, printed guides of interest to baseball fans, reference books of interest to baseball fans, score books, score cards, score sheets, stationery, stickers, sticker albums and trading cards. FIRST USE: 20030300. FIRST USE IN COMMERCE: 20030523

Minor League Baseball Trademark Status Report

MONTGOMERY BISCUITS

Southern League
AA

Mark: Design
Mark Type: Primary Logo
Mark Description: The mark consists of MONTGOMERY BISCUITS with a character.
Owner: Montgomery Professional Baseball Club, LLC
File Date: 9/9/2003
Serial No: 78298082
Registration #: 2901723
USPTO Class: 25
Goods or Services:

Registration Date: 11/9/2004
 Registration Waived
 Historic Mark?
 Hometown Collection?
 Character Clubhouse?
 CoExistence Agreement?
Licensing Use Status: Official

5-6 Yr Renewal Due: 11/9/2010
5-6 Yr Renewal Filed: 7/12/2010
9-10 Yr Renewal Due: 11/9/2014
9-10 Yr Renewal Filed: 5/15/2014
20Yr Renewal Due: 11/9/2024
20 Yr Renewal Filed:
30 YR Renewal Due: 11/9/2034
30 YR Renewal Filed:
40 YR Renewal Due: 11/9/2044
40 YR Renewal Filed:



IC 025, US 022 039, G & S: Clothing, namely, aprons, athletic uniforms, bandanas, boxer shorts, caps, cloth baby bibs, coats, golf shirts, gym shorts, gym suits, hats, jackets, jerseys, jogging suits, knit shirts, pajamas, polo shirts, ponchos, pullovers, rain coats, rainwear, sweaters, sweat pants, sweat shirts, sweat suits, socks, sport shirts, t-shirts, tank tops, tee, visors, wind resistant jackets and wristbands. FIRST USE: 20030300. FIRST USE IN COMMERCE: 20030523

Mark: Block Letters
Mark Type: Mascot
Mark Description: Big Mo in Block Letters
Owner: Montgomery Professional Baseball Club, LLC
File Date: 9/9/2003
Serial No: 78298036
Registration #: 2908526
USPTO Class: 41
Goods or Services:

Registration Date: 12/7/2004
 Registration Waived
 Historic Mark?
 Hometown Collection?
 Character Clubhouse?
 CoExistence Agreement?
Licensing Use Status: Non-Official

5-6 Yr Renewal Due: 12/7/2010
5-6 Yr Renewal Filed: 7/12/2010
9-10 Yr Renewal Due: 12/7/2014
9-10 Yr Renewal Filed: 12/7/2024
20 Yr Renewal Due: 12/7/2024
20 Yr Renewal Filed:
30 YR Renewal Due: 12/7/2034
30 YR Renewal Filed:
40 YR Renewal Due: 12/7/2044
40 YR Renewal Filed:

BIG MO

(CANCELLED) IC 041, US 100 101 107, G & S: Entertainment services in the nature of mascot appearances. FIRST USE: 20030300. FIRST USE IN COMMERCE: 20030523