

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM492728

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Grind Media, LLC		02/13/2017	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Alliance Baseball BBA, LLC		
<b>Street Address:</b>	4319 South Alston Avenue		
<b>City:</b>	Durham		
<b>State/Country:</b>	NORTH CAROLINA		
<b>Postal Code:</b>	27713		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	1346082	BASEBALL AMERICA	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2027782201		
<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>			
<b>Phone:</b>	202-955-1500		
<b>Email:</b>	TMDocketDC@kenyon.com		
<b>Correspondent Name:</b>	Susan A Smith - Hunton Andrews Kurth LLP		
<b>Address Line 1:</b>	2200 Pennsylvania Avenue, NW		
<b>Address Line 2:</b>	Suite 900		
<b>Address Line 4:</b>	Washington, D.C. 20037		
<b>ATTORNEY DOCKET NUMBER:</b>	011108-0000001		
<b>NAME OF SUBMITTER:</b>	Susan A. Smith		
<b>SIGNATURE:</b>	/sas/		
<b>DATE SIGNED:</b>	10/04/2018		
<b>Total Attachments: 11</b>			
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## ASSET PURCHASE AGREEMENT

THIS ASSET PURCHASE AGREEMENT (this “**Agreement**”), dated as of February 13, 2017, is entered into by and among TEN: The Enthusiast Network, LLC, a Delaware limited liability company (“**TEN**”), TEN: The Enthusiast Network Magazines, LLC, a Delaware limited liability company (“**TEN Magazines**”) and Grind Media, LLC, a Delaware limited liability company (“**Grind**,” and collectively with TEN and TEN Magazines, jointly and severally, (“**Seller**”), and Alliance Baseball BBA, LLC, a Delaware limited liability company (“**Buyer**”).

### RECITALS

WHEREAS, Seller is engaged, among other things, in the business of creating and publishing branded, original print and online publications and other digital content, in the automotive, sports and entertainment fields;

WHEREAS, Seller is desirous of selling, and Buyer is willing to purchase, the branded publication(s) known as Baseball America, in all media, described in Schedule I annexed hereto (collectively, the “**Publication**”); and

WHEREAS, subject to the terms and conditions set forth in this Agreement, Seller wishes to sell, assign and transfer to Buyer, and Buyer wishes to purchase from Seller, the Publication and the Purchased Assets, and Buyer is willing to assume from Seller the Assumed Liabilities, all as set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

### ARTICLE I DEFINITIONS

The following terms have the meanings specified or referred to in this **Article I**:

“**Accounts Receivable**” has the meaning set forth in Section 2.01(a).

“**Actual Working Capital**” has the meaning set forth in Section 2.07(c).

“**Affiliate**” of a Person means any other Person that directly or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control with, such Person. The term “control” (including the terms “controlled by” and “under common control with”) means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a Person, whether through the ownership of voting securities, by contract or otherwise.

“**Agreement**” has the meaning set forth in the preamble.

“**Allocation Schedule**” has the meaning set forth in Section 2.08.

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for Confidentiality Purposes**

“**Encumbrance**” means any lien, pledge, mortgage, deed of trust, security interest, charge, claim, easement, encroachment or other similar encumbrance.

“**ERISA**” means the Employee Retirement Income Security Act of 1974, as amended, and the regulations promulgated thereunder.

“**Estimated Working Capital**” has the meaning set forth in Section 2.07(a).

“**Escrow Agent**” has the meaning set forth in Section 2.06(a).

“**Escrow Agreement**” has the meaning set forth in Section 2.06(a).

“**Escrow Amount**” has the meaning set forth in Section 2.06(a).

“**Excluded Assets**” has the meaning set forth in Section 2.02.

“**Excluded Liabilities**” has the meaning set forth in Section 2.04.

“**Final Purchase Price**” has the meaning set forth in Section 2.07(e).

“**Form of Preliminary Working Capital Report**” has the meaning set forth in Section 2.07(a).

“**GAAP**” means United States generally accepted accounting principles in effect from time to time.

“**Global Settlement Offer**” has the meaning set forth in Section 7.05(b).

“**Governmental Authority**” means any federal, state, local or foreign government or political subdivision thereof, or any agency or instrumentality of such government or political subdivision, or any self-regulated organization or other non-governmental regulatory authority or quasi-governmental authority (to the extent that the rules, regulations or orders of such organization or authority have the force of Law), or any arbitrator, court or tribunal of competent jurisdiction.

“**Governmental Order**” means any order, writ, judgment, injunction, decree, stipulation, determination or award entered by or with any Governmental Authority.

“**Grind**” has the meaning set forth in the preamble.

“**Indemnified Party**” has the meaning set forth in Section 7.04.

“**Indemnifying Party**” has the meaning set forth in Section 7.04.

“**Intellectual Property**” means (a) worldwide trademarks, service marks, trade names, trade dress, designs, logos, slogans and general intangibles of like nature, together with all goodwill related to the foregoing (whether registered or not, but including any registrations and applications for any of the foregoing); (b) patents (including the ideas, inventions and discoveries described therein, any pending applications, any registrations, patents or patent applications based

on applications that are continuations, continuations-in-part, divisional, reexamination, reissues, renewals of any of the foregoing and applications and patents granted on applications that claim the benefit of priority to any of the foregoing); (c) editorial materials, works of authorship or copyrights (including any registrations, applications and renewals for any of the foregoing) and other rights of authorship; (d) trade secrets and other confidential or proprietary information, know-how, confidential or proprietary technology, databases, processes, work flows, formulae, algorithms, models, user interfaces, customer, supplier, vendor, distributor and user lists, databases, pricing and marketing information, inventions, marketing materials, inventions and discoveries (whether patentable or not); (e) computer programs and other software, macros, scripts, source code, object code, binary code, methodologies, processes, work flows, architecture, structure, display screens, layouts, development tools, instructions and templates; (f) published and unpublished works of authorship, including audiovisual works, databases and literary works; (g) rights in, or associated with a person's name, voice, signature, photograph or likeness, including rights of personality, privacy and publicity; (h) rights of attribution and integrity and other moral rights; (i) Uniform Resource Locators (URLs) and Internet domain names and applications therefor (and all interest therein), IP addresses, adwords, key word associations and related rights; and (j)(i) all other proprietary intellectual property and other rights relating to any or all of the foregoing, (ii) all copies and tangible embodiments of any or all of the foregoing (in whatever form or medium, including electronic media) and (iii) rights to sue for and any and all remedies for past, present and future infringements of any or all of the foregoing and rights of priority and protection of interests therein under the Laws of any jurisdiction.

**“Intellectual Property Agreements”** means all licenses, sublicenses and other agreements by or through which other Persons grant Seller or Seller grants any other Persons any exclusive or non-exclusive rights or interests in or to any Intellectual Property that is used exclusively in connection with the Publication.

**“Intellectual Property Assets”** means all Intellectual Property that is owned by Seller and used exclusively in connection with the Publication, including the Intellectual Property Registrations set forth on Section 4.08(a) of the Disclosure Schedules.

**“Intellectual Property Registrations”** means all Intellectual Property Assets that are subject to any issuance, registration, application or other filing by, to or with any Governmental Authority or authorized private registrar in any jurisdiction, including registered trademarks, domain names, and copyrights, issued and reissued patents and pending applications for any of the foregoing.

**“Inventory”** has the meaning set forth in Section 2.01(b).

**“Knowledge of Seller or Seller’s Knowledge”** or any other similar knowledge qualification, means the actual knowledge of those persons listed on Section 1.01(b) of the Disclosure Schedules.

**“Law”** means any federal, state, foreign, local statute, law, ordinance, regulation, rule, code, order, constitution, treaty, common law, judgment, decree, other requirement or rule of law of any Governmental Authority.

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for Confidentiality Purposes**

(a) Section 4.08(a) of the Disclosure Schedules lists (i) all Intellectual Property Registrations and (ii) all Intellectual Property Agreements.

(b) Except as set forth in Section 4.08(b) of the Disclosure Schedules, to the Seller's knowledge: (i) the conduct of the Publication as currently conducted does not infringe, misappropriate, dilute or otherwise violate the Intellectual Property of any Person; (ii) no Person is infringing, misappropriating or otherwise violating any Intellectual Property Assets; (iii) Seller owns or possesses adequate licenses or other valid rights to use (without the making of any payment to others or the obligation to grant rights to others in exchange), all the Intellectual Property Assets, free and clear of all Encumbrances other than Permitted Encumbrances; (iv) the Intellectual Property Assets included in the Purchased Assets constitute all such rights reasonably necessary for the operation, conduct and maintenance of the Publication as conducted by Seller prior to the Closing; (v) Seller is not a party to any administrative proceeding or litigation questioning the validity of any of the Intellectual Property Assets; and (vi) the conduct of the Publication does not conflict with, and has not conflicted with, the patent rights, licenses, trademark rights, trade name rights, copyrights or other intellectual property rights of others. Notwithstanding anything to the contrary in this Agreement, this Section 4.08(b) constitutes the sole representation and warranty of the Seller under this Agreement with respect to any actual or alleged infringement, misappropriation or other violation by Seller of any Intellectual Property of any other Person.

**Section 4.09 Legal Proceedings; Governmental Orders.**

(a) Except as set forth in Section 4.09(a) of the Disclosure Schedules, there are no actions, suits, claims, investigations or other legal proceedings pending or, to Seller's Knowledge, threatened against or by Seller relating to or affecting the Publication, the Purchased Assets, the Assumed Liabilities or any of the Transaction Documents.

(b) Except as set forth in Section 4.09(b) of the Disclosure Schedules, there are no outstanding Governmental Orders and no judgments or unsatisfied judgments, penalties or awards against or affecting the Publication or the Purchased Assets.

(c) Section 4.09(c) of the Disclosure Schedules sets forth all litigations against the Seller related to the Publication or the Purchased Assets.

**Section 4.10 Compliance With Laws; Permits.**

(a) Except as set forth in Section 4.10(a) of the Disclosure Schedules, Seller is in compliance with all Laws applicable to the conduct of the business of the Publication as currently conducted or the ownership and use of the Purchased Assets including, without limitation, Laws relating to privacy, data protection and collection and use of personal information gathered to be used by Seller, and any personal information to be transferred to Buyer hereunder has been obtained and maintained in accordance with their respective privacy policies and all applicable Laws and the transfer of such personal information to Buyer hereunder and Buyer's use thereof in accordance with Buyer's privacy policy is permitted by the terms of the privacy policy of Seller and is not contrary to any Law. Seller has not received any notice or other communication (whether written or oral), not previously complied with, from any Governmental Authority or any



**Pages Redacted  
for Confidentiality Purposes**

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date first written above by their respective officers thereunto duly authorized.

**SELLER:**

TEN: THE ENTHUSIAST NETWORK, LLC

By:   
Name: William A. Sutman  
Title:

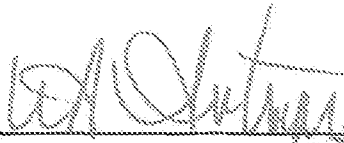
EVP, CFO & Treasurer

TEN: THE ENTHUSIAST NETWORK  
MAGAZINES, LLC

By:   
Name: William A. Sutman  
Title:

EVP, CFO & Treasurer


GRIND MEDIA, LLC

By:   
Name: William A. Sutman  
Title:

EVP, CFO & Treasurer

**BUYER:**

ALLIANCE BASEBALL BBA, LLC

By:   
Name:  
Title:

[SIGNATURE PAGE TO ASSET PURCHASE AGREEMENT]

## Schedule I Publication

### Print:

- The print magazine known as “Baseball America.”

### Domains:

- BASEBALLAMERICA.BIZ
- BASEBALLAMERICA.CO
- BASEBALLAMERICA.COM
- BASEBALLAMERICA.NET
- BASEBALLAMERICA.TV
- BASEBALLAMERICADIGITAL.COM
- BASEBALLAMERICADIGITAL.NET
- BBA.AM
- BBAMAG.COM
- BASEBALLAMERICAMAG.COM
- BASEBALLAMERICAONLINE.COM

### Main Social Handles:

- [twitter.com/BaseballAmerica](https://twitter.com/BaseballAmerica)
- [facebook.com/BaseballAmericaMag/](https://facebook.com/BaseballAmericaMag/)
- [twitter.com/baseballamerica](https://twitter.com/baseballamerica)
- [instagram.com/baseballamerica](https://instagram.com/baseballamerica)
- [youtube.com/baseballamerica](https://youtube.com/baseballamerica)
- [plus.google.com/+baseballamerica](https://plus.google.com/+baseballamerica)
- [linkedin.com/company/baseball-america](https://linkedin.com/company/baseball-america)

### Digital Magazines:

- [itunes.apple.com/us/app/baseball-america-magazine/id526363971?ls=1&mt=8](https://itunes.apple.com/us/app/baseball-america-magazine/id526363971?ls=1&mt=8)
- [play.google.com/store/search?q=Baseball+America&c=magazines](https://play.google.com/store/search?q=Baseball+America&c=magazines)
- [amazon.com/Baseball-America/dp/B0098NM170](https://amazon.com/Baseball-America/dp/B0098NM170)
- [barnesandnoble.com/w/baseball-america-source-interlink-media/1112775823?ean=2940043961068](https://barnesandnoble.com/w/baseball-america-source-interlink-media/1112775823?ean=2940043961068)
- [zinio.com/magazine/Baseball%20America/pr-500663170/cat-cat1960163](https://zinio.com/magazine/Baseball%20America/pr-500663170/cat-cat1960163)
- Magzter: [https://www.magzter.com/US/TEN-:-The-Enthusiast-Network/Baseball\\_America/Men's\\_Interest](https://www.magzter.com/US/TEN-:-The-Enthusiast-Network/Baseball_America/Men's_Interest)
- Readly: <https://us.readly.com/products/magazine/us/baseball-america>
- Ebsco flipster: <https://flipster.ebsco.com/magazine/baseball-america>

### Podcasts:

- [itunes.apple.com/us/podcast/baseball-america/id201539011?mt=2](https://itunes.apple.com/us/podcast/baseball-america/id201539011?mt=2)

### Additional Podcast URLs (Not sure if BA manages these or not)

- [audioboom.com/channel/baseball-america](https://audioboom.com/channel/baseball-america)
- [tunein.com/radio/Baseball-America-Podcast-p302360/](https://tunein.com/radio/Baseball-America-Podcast-p302360/)

### E-Commerce

- [baseballamerica.myshopify.com](https://baseballamerica.myshopify.com)

**Section 4.08  
Intellectual Property**

(a)

1 [REDACTED] Agreement.

2 [REDACTED] Agreement.

3. Domain Names:

- BASEBALLAMERICA.BIZ
- BASEBALLAMERICA.CO
- BASEBALLAMERICA.COM
- BASEBALLAMERICA.NET
- BASEBALLAMERICA.TV
- BASEBALLAMERICADIGITAL.COM
- BASEBALLAMERICADIGITAL.NET
- Bba.am
- Bbamg.com
- Baseballamericamag.com
- Baseballamericaonline.com

See the Trademarks listed on Exhibit 4.08(a) attached hereto.

(b)

None.

Exhibit 4.08(a)

Word Mark	BASEBALL AMERICA
Goods and Services	IC 016. US 037 038. G & S: PUBLICATIONS, NAMELY NEWSPAPERS, BOOKS, AND CALENDARS RELATING TO BASEBALL, PRINCIPALLY ITEMS CONCERNING MINOR LEAGUE AND COLLEGE BASEBALL. FIRST USE: 19821215. FIRST USE IN COMMERCE: 19821215
Serial Number	73466988
Current Filing Basis	1A
Original Filing Basis	1A
Registration Number	1346082
Owner	BASEBALL AMERICA INC. CORPORATION NORTH CAROLINA 211 WEST MAIN STREET SUITE 201 DURHAM NORTH CAROLINA 27702
Type of Mark	TRADEMARK
Register	PRINCIPAL