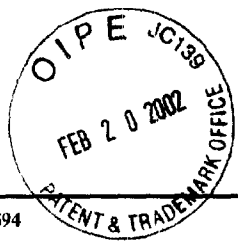


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S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):
COLUMBUS PROFESSIONAL BASEBALL CLUB OF GEORGIA, INC.

Individual(s) Association
 General Partnership Limited Partnership
 Corporation-State CONNECTICUT
 Other

Additional name(s) of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies)
Name: COLUMBUS REDSTIX PROFESSIONAL BASEBALL CLUB, INC.
Address:
Street Address: 100 4th STREET
City: COLUMBUS State: GA Zip: 31901

Individual(s) citizenship
 Association
 General Partnership
 Limited Partnership
 Corporation-State GEORGIA
 Other

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
 (Designations must be a separate document from assignment)
 Additional name(s) & address(es) attached? Yes No

3. Nature of conveyance:
 Assignment Merger
 Security Agreement Change of Name
 Other

Execution Date: April 15, 1994

4. Application number(s) or registration number(s):

A. Trademark Application No.(s) _____

B. Trademark Registration No.(s) 1994,528

Additional number(s) attached Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:
Name: D. SCOTT POLEY, ESQ
Internal Address:
Street Address: 201 BAYSHORE SE
City: ST. PETERSBURG State: FL Zip: 33701

6. Total number of applications and registrations involved: 1

7. Total fee (37 CFR 3.41) \$ 40.00
 Enclosed
 Authorized to be charged to deposit account

8. Deposit account number:

DO NOT USE THIS SPACE

9. Signature.

D. Scott Poley D Scott Poley 2/13/02
 Name of Person Signing Signature Date

Total number of pages including cover sheet, attachments, and document: 6

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Main documents to be recorded with required cover sheet information to:
 Commissioner of Patent & Trademarks, Box Assignments
 Washington, D.C. 20231



AGREEMENT OF PURCHASE AND SALE

THIS AGREEMENT OF PURCHASE AND SALE (hereinafter called the "Agreement") is dated April 15, 1994, between COLUMBUS REDSTIXX PROFESSIONAL BASEBALL CLUB, INC., a Georgia corporation (hereinafter called the "Buyer"), COLUMBUS PROFESSIONAL BASEBALL CLUB OF GEORGIA, INC., and COLUMBUS CONCESSIONS OF GEORGIA INC., both Connecticut corporations (hereinafter collectively called the "Seller"), and HENRY GILBERTIE, of Norwalk, Connecticut (hereinafter called "Gilbertie").

RECITALS:

The Seller is in the business of operating a Class A Minor League Baseball Club (such business sometimes hereinafter called the "Business" and sometimes the "Baseball Club"). The Buyer desires to purchase, and the Seller to sell, substantially all of the assets of the Seller and its Business as a going concern, exclusive of any liabilities except as set forth below. Gilbertie owns all of the issued and outstanding stock of both corporations that constitute the Seller.

NOW, THEREFORE, in consideration of the recitals and of the mutual agreements herein contained, the parties hereto agree as follows:

1. Purchase and Sale; Consideration.

1.1. Purchase and Sale. On the terms and subject to all of the conditions herein, at the Closing on the Closing Date (hereinafter defined), the Seller shall sell, assign, transfer and deliver to the Buyer or as the Buyer may direct, and the Buyer shall purchase, for the consideration set forth in 1.2, all of the Seller's right, title, and interest in and to substantially all of the assets, properties, Business and rights of the Seller of every type and description, real, personal and mixed, tangible and intangible, which are used in or relate to the Business (collectively, the "Assets"), including, but not limited to, the following:

(a) All of the right, title and interest of Seller, (i) as lessee, in, to and under the real property lease dated February 2, 1994 with Columbus, Georgia, a consolidated city-county government, for that certain municipal baseball park known as Golden Park (the "Lease"), (ii) as franchisee, in, to and under the agreement dated March 19, 1991 with the South Atlantic League of Professional Baseball Clubs, Inc. for a South Atlantic League professional

baseball franchise in Columbus, Georgia (the "Franchise"), and (iii) as the minor league club, in, to and under the Player Development Contract dated as of December 14, 1990 with the Cleveland Indians Major League Baseball Club (the "PDC"), to the extent assignable, true and complete copies of each of which are attached hereto as Exhibits A, B and C, respectively.

(b) All of the inventories of food and non-alcoholic beverages of the Seller for use in the Business;

(c) All of the inventories of alcoholic beverages (partial bottles shall be included where permitted by law), with the understanding that the Buyer may at the Closing direct the Seller to sell and deliver such inventories of alcoholic beverages to the concessionaire or other entity licensed (or to be licensed) to purchase and sell alcoholic beverages at Golden Park;

(d) All office and clubhouse furniture and equipment, concession equipment, souvenirs, premium items, radio equipment, field equipment, ballpark equipment and improvements, leasehold improvements, and other tangible personal property of the Seller, as set forth on Schedule 1.1(d) hereof;

(e) All inventories of operating supplies, programs, promotional materials, paper goods, utensils and the like;

(f) All right, title and interest of the Seller in, to and under the name(s) set forth in Schedule 1.1(f) to this Agreement, including the right to the use thereof in connection with the operation of the Baseball Club, together with all right, title and interest of the Seller in, to and under any and all trade names, trademarks, trademark licenses, trademark registrations and applications for trademark registrations, service marks, service mark licenses, service mark registrations and applications for service mark registrations used in connection with the operation of the Baseball Club (collectively, the "Trade Names").

(g) All right, title and interest of the Seller in, to and under such outstanding purchase orders and commitments as they relate to the operation of the Baseball Club (including orders or commitments to purchase food, beverages, operating supplies, promotional items and advertising for the Baseball Club);

(h) All right, title and interest of the Seller in, to and under such service and maintenance contracts, and such leases (other than the Lease covered by 1.1(a) above),

agreements or commitments relating to the operation of the Baseball Club, to the extent assignable and listed on Schedule 1.1(h) hereof (the "Assigned Contracts");

(i) All right, title and interest of the Seller in and to all permits and licenses owned and held by it in connection with the operation of the Baseball Club, to the extent that such permits and licenses are assignable;

(j) All right, title and interest of the Seller in its accounts receivable and other similar rights to receive payment from others (whether or not then billed or billable) that relate to the performance of services or delivery of products by the Baseball Club subsequent to April 1, 1994 (which will be determined from the Seller's books and records and listed for the Buyer by the Seller at the Closing); and

(k) All right, title and interest of the Seller in and to all cash deposits made by it and held by third parties (as security or otherwise) with respect to the operation of the Baseball Club (being principally a \$2,000 deposit with the National Association of Professional Baseball Leagues, Inc.).

The Assets shall include in general all properties and rights of every kind or nature owned or held by the Seller for the benefit or use of the Baseball Club at the time of Closing, wherever located and whether or not specifically referred to in this Agreement, and whether under the Seller's direct or indirect control or under the control of others; provided, however, that the Assets shall not include: (i) any cash of the Seller (except cash deposits referred to in 1.1(k) above), (ii) accounts receivable and other similar rights to receive payments from others (whether or not then billed or billable) that related to the performance of services or delivery of products by the Baseball Club prior to April 2, 1994, and (iii) minute books, stock records, corporate seals and other records and books of account of the Seller (collectively the "Excluded Assets").

1.2. Consideration.

(a) As part of the consideration to the Seller for the sale provided in 1.1, the Buyer shall, at the Closing, assume and agree (by a separate assumption instrument or instruments) to discharge when due the following liabilities and obligations of the Seller:

(i) The obligations of the Seller relating to the Baseball Club that are to be performed after the Closing under the Lease, the Franchise, the PDC (to the extent it is assignable to the Buyer), the Assigned Contracts and such other obligations, contracts, commitments and agreements

perform their respective obligations hereunder and thereunder.

7.2. due Authorization. The execution and delivery of this Agreement and all other agreements executed in connection herewith by each Seller, and the performance by each Seller of its obligations hereunder and thereunder, have been duly and validly authorized by all necessary corporate action on the part of each Seller, including all action required to be taken by the shareholders and board of directors of each Seller. This Agreement and all agreements to be executed in connection herewith have been duly executed and validly delivered by each Seller, and constitute the valid and binding obligations of each Seller, enforceable in accordance with their terms, and consummation of the transactions contemplated by them will not result in a breach of (or constitute a default under) any contract, agreement, instrument or obligations by which either the Seller or any of the Assets may be bound or affected (but the parties hereto acknowledge that, as listed in Schedule 7.2, consents of other parties are required with respect to certain of the Assets, including without limitation the Lease, Franchise, PDC and Assigned Contracts, for their effective transfer to the Buyer).

7.3. Trade Names.

(a) The Seller has established rights to use the Trade Names at Golden Park and elsewhere material to the operations of the Baseball Club.

(b) The Seller has taken no actions to obtain the protection of federal or state registration for the Trade Names described in 1.1(f), but there is no pending challenge by any third party to any use by the Seller of the Trade Names in any area where the Trade Names are currently being used by the Seller. Except as described in Schedule 7.3(b), the Seller is not obligated or liable for any payment by way of royalties or fees or otherwise to any owner or licensor of any trade name, trademark or trade secret with respect to the use thereof, or in connection with the conduct of the Baseball Club.

(c) Except as described in Schedule 7.3(c), the Seller owns the entire right, title and interest in and to such Trade Names without qualifications, third party licenses, limitations, burdens, or encumbrances of any kind.

7.4. Assets. Each Seller has good and marketable title to all of its Assets, including its interests as lessee, franchisee or otherwise, free and clear of all security interests, liens, encumbrances and pledges. The Assets, including those described in 1.1, whether owned,

decision of the President of the National Association and, in accordance with the provisions of the Major League Rules, not have disapproved or reversed the decision of the President of the National Association.

The foregoing shall be in addition to (and not in limitation of) the terms, conditions, representations and undertakings of the parties to this Agreement, and references therein to "Purchaser" shall mean the Buyer herein.

IN WITNESS WHEREOF, the parties have signed this Agreement on April 15, 1994.

BUYER:

COLUMBUS REDSTIXX PROFESSIONAL
BASEBALL CLUB, INC.

By /s/ Charles B. Morrow
Charles B. Morrow, President

SELLER:

COLUMBUS PROFESSIONAL BASEBALL
CLUB OF GEORGIA, INC.

By /s/ Henry E. Gilbertie
Henry E. Gilbertie, President

COLUMBUS CONCESSIONS OF
GEORGIA, INC.

By /s/ Henry E. Gilbertie
Henry E. Gilbertie, President

/s/ Henry E. Gilbertie
Henry E. Gilbertie,
individually