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U.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): Florida Professional Sports, Inc. [ ] Individual(s) [ ] Association [ ] General Partnership [ ] Limited Partnership [x] Corporation-State Florida [ ] Other Additional name(s) of conveying party(ies) attached? [ ] Yes [x] No

2. Name and address of receiving party(ies) Name: Big Game Florida, L.L.C. Internal Address: Street Address: 38125 Jackson Road City: Moreland Hills State: OH Zip: 44022 [ ] Individual(s) citizenship [ ] Association [ ] General Partnership [ ] Limited Partnership [ ] Corporation-State [x] Other Limited Liability Company, Florida If assignee is not domiciled in the United States, a domestic representative designation is attached: [ ] Yes [x] No (Designations must be a separate document from assignment) Additional name(s) & address(es) attached? [ ] Yes [x] No

3. Nature of conveyance: [x] Assignment [ ] Merger [ ] Security Agreement [ ] Change of Name [ ] Other Execution Date: 09/19/2000

4. Application number(s) or registration number(s): A. Trademark Application No.(s) B. Trademark Registration No.(s) 2,085,692 Additional number(s) attached [ ] Yes [x] No

5. Name and address of party to whom correspondence concerning document should be mailed: Name: D. Scott Poley Internal Address: Street Address: 201 Bayshore Drive S.E. City: Saint Petersburg State: FL Zip: 33701

6. Total number of applications and registrations involved: 1 7. Total fee (37 CFR 3.41): \$ 40.00 [x] Enclosed [ ] Authorized to be charged to deposit account 8. Deposit account number: (Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. Statement and signature. To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document. D. Scott Poley Name of Person Signing Signature Date 8/6/03 Total number of pages including cover sheet, attachments, and document: 3

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

## BILL OF SALE

KNOW ALL MEN BY THESE PRESENTS THAT this Bill of Sale is made as of the 19 day September, 2000, by Florida Professional Sports, Inc. (the "Seller"), to Big Game Florida, LLC, a Florida limited liability company (the "Purchaser").

### WITNESSETH:

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by Seller prior to the signing, sealing and delivery of these presents, Seller does hereby sell, convey, assign and transfer to Purchaser all of Seller's right, title and interest in and to the following (all of the following being sometimes hereinafter collectively referred to as the "Property"):

- (a) All of Seller's licenses, trademarks, copyrights, service marks, trademark registrations and applications and all other intangible property rights ("Intellectual Property") owned and used by Seller in the operation of its Daytona Cubs baseball franchise;
- (b) All of Seller's personal property utilized in the operation of Seller's business as listed on attached Exhibit A;
- (c) The pro rata share of Seller's interest in Florida State League of Professional Baseball Clubs, Inc. equity other than for the benefit to be derived by the franchise with respect to the transfer of two franchises by the Florida State League of Professional Baseball Clubs to the South Atlantic League which interests are being retained by Seller;
- (d) All trust funds (being principal and all accrued interest) currently held, and which will continue to be held by Minor League Baseball until closing, in Seller's name; and
- (e) Seller's souvenir inventory at closing.

Notwithstanding any contrary provision hereof, Seller does not intend to transfer, convey or assign, and shall not be deemed to have transferred, conveyed or assign hereunder as any of the Property, and the Property shall not be deemed to include, any right, title or interest of Seller in or to Seller's cash, cash equivalents (such as savings accounts, money market accounts and the like), accounts receivable, notes receivable, certificates of deposit, stocks, bonds, revenue and income accrued prior to the date hereof or any other assets or investments similar to any of the foregoing.

TO HAVE AND TO HOLD the Property unto Purchaser, its successors and assigns, forever.

Seller hereby represents and warrants to Purchaser that it owns good and marketable title to the Property, and Seller, for itself, its successors and assigns, does hereby and will warrant and forever defend the right and title to the Property unto Purchaser, its successors and assigns, against the claims of all persons whomsoever claiming by, through or under Seller, provided, however, that this Bill of Sale and the warranties contained herein are subject to the following permitted encumbrances: (a) real and personal property taxes assessed against the Property, not yet due and payable, (b) zoning ordinances affecting the Property.

This conveyance of the Property is made without any implied warranty as to fitness for a particular purpose or merchantability of the Property,

IN WITNESS WHEREOF, this Bill of Sale has been executed by Seller as of the day and year first above written.

Jordan I. Kobritz  
Witness

Florida Professional Sports, Inc.

By: Jordan I. Kobritz  
Its President  
Jordan I. Kobritz

Kobritz/Bill of Sale