

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL
EFFECTIVE DATE:	09/11/2006

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Palisades Baseball, Ltd.		09/11/2006	LIMITED PARTNERSHIP: CALIFORNIA

**RECEIVING PARTY DATA**

Name:	South Bend Professional Baseball Club, LLC
Street Address:	501 West South Street
City:	South Bend
State/Country:	INDIANA
Postal Code:	46634
Entity Type:	LIMITED LIABILITY COMPANY: INDIANA

**PROPERTY NUMBERS Total: 7**

Property Type	Number	Word Mark
Registration Number:	2688061	SILVER HAWKS SOUTH BEND
Registration Number:	2544990	
Registration Number:	2706238	SOUTH BEND SILVER HAWKS
Registration Number:	2207135	SOUTH BEND SILVER HAWKS
Registration Number:	2234896	
Registration Number:	1888940	SILVER HAWKS
Registration Number:	1932621	SILVER HAWKS

**CORRESPONDENCE DATA**

Fax Number: (574)239-1900  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
 Phone: 574-234-4149  
 Email: sbteas@bakerd.com

CH \$190.00 2688061

Correspondent Name: Gerard T. Gallagher  
Address Line 1: 205 West Jefferson Boulevard  
Address Line 2: Suite 250  
Address Line 4: South Bend, INDIANA 46601

ATTORNEY DOCKET NUMBER:	SILVERHAWKS
NAME OF SUBMITTER:	Daniel Tychonievich
Signature:	/Daniel Tychonievich/
Date:	09/22/2006

**Total Attachments: 8**

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## TRADEMARK ASSIGNMENT AGREEMENT

THIS TRADEMARK ASSIGNMENT AGREEMENT (this "Agreement") is entered into effective as of the \_\_\_\_ day of \_\_\_\_\_, 2006 by and between **PALISADES BASEBALL, LTD.**, a California limited partnership, having an address at 1409 Wilshire Boulevard, Santa Monica, California 90403 ("Assignor"), in favor of **SOUTH BEND PROFESSIONAL BASEBALL CLUB, LLC**, an Indiana limited liability company, having an address at 501 W. South Street, South Bend, Indiana 46634 ("Assignee").

### RECITALS

A. Assignor and Assignee are parties to that certain Purchase and Sale Agreement dated March 9, 2006 (the "Purchase Agreement"). All capitalized terms used herein but not otherwise defined shall have the meanings set forth in the Purchase Agreement.

B. Assignor is the sole owner in connection with the Business of the entire right, title and interest in and to the name and marks SOUTH BEND SILVER HAWKS and SILVER HAWKS, used in any form, format, style or design, as well as all goodwill and rights associated therewith, at common law or otherwise, including the United States federal trademark registrations identified on Exhibit A attached hereto and incorporated herein by this reference (collectively, the "Marks").

C. Assignor desires to sell, transfer and assign to Assignee, and Assignee is desirous of acquiring from Assignor, any and all rights that Assignor has in and to the Marks and the registrations therefor, together with the goodwill of the Business with which the Marks are used and which are symbolized by the Marks, along with the right to recover fox damages and profits for past infringement thereof.

### AGREEMENT

**NOW, THEREFORE**, in consideration of the foregoing, the valuable consideration set forth in the Purchase Agreement, and other good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby acknowledged by Assignor by its execution hereof, the parties agree as follows:

1. **Assignment**. Assignor hereby sells, transfers and assigns to Assignee Assignor's entire right, title and interest in and to the Marks, as well as its entire right, title and interest in and to the registrations of the Marks heretofore granted or applied for, any and all common law rights to the Marks in the United States and any state thereof and in any country in the world, in all of their respective forms, together with all of the goodwill of the Business in connection with which the Marks are used and which are symbolized by the Marks, along with the right to recover for damages and profits from past infringements thereof.

2. **Recording.** Assignor does hereby expressly agree that Assignee may singly, and without assistance or consent from Assignor, undertake procedures to record the transfer of the Marks to Assignee in the United States Patent and Trademark Office or other applicable agency or governmental entity in any country in the world.

3. **Further Assurances.** Assignor covenants and agrees that it will, whenever so requested by Assignee, execute and deliver such further instruments and perform any other reasonable acts that Assignee may require as may be necessary or convenient for vesting in Assignee the full benefit of all of the rights and premises hereby assigned and provide evidence to support any of the foregoing in the event such evidence is in the possession or control of Assignor.

4. **Right to File for Registration.** Assignor hereby transfers, grants, conveys, and assigns to Assignee the sole and unencumbered right to file for and obtain worldwide registrations for any or all of the Marks, in any or all of its respective forms, in any and all trademark and service mark classes and categories as are applicable.

5. **Effective Date.** It is the intent of the parties that this Agreement shall be executed and delivered on the Closing Date and in connection with the Closing of the transactions contemplated by the Purchase Agreement. Notwithstanding anything herein to the contrary, nothing herein shall in any way modify, vary or enlarge the promises, agreements, representations and warranties of the parties as set forth in the Purchase Agreement.

6. **Counterpart Electronic Execution.** This Agreement may be executed in counterparts and/or in several duplicates, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Facsimile and electronic signatures shall be accepted as originals.

*[Remainder of page intentionally left blank; signature page follows.]*

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives on the date first above written.

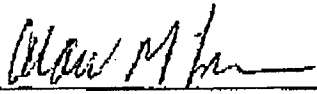
"Assignor"

"Assignee"

**PALISADES BASEBALL, LTD., A  
CALIFORNIA LIMITED  
PARTNERSHIP**

**SOUTH BEND PROFESSIONAL  
BASEBALL CLUB, LLC,  
AN INDIANA LIMITED LIABILITY  
COMPANY**

**By: AML Entertainment, a California  
corporation, its Managing General Partner**

By:   
Alan M. Levin, President

By: \_\_\_\_\_  
Joseph E. Kernan, Manager

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives on the date first above written.

"Assignor"

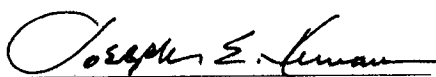
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Alan M. Levin, President

"Assignee"

SOUTH BEND PROFESSIONAL  
BASEBALL CLUB, LLC,  
AN INDIANA LIMITED LIABILITY  
COMPANY

By:   
Joseph E. Kernan, Manager

STATE OF \_\_\_\_\_ )  
 ) SS:  
COUNTY OF \_\_\_\_\_ )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2006 before me, a Notary Public in and for said County and State, personally appeared ALAN M. LEVIN, MANAGING GENERAL PARTNER of **PALISADES BASEBALL, LTD.** known to me to be the person who executed the within Agreement on behalf of said company and acknowledged to me that he executed the same for the purposes therein stated.

IN TESTIMONY WHEREOF, I have hereunto set my hand in the County and State aforesaid, the day and year first above written.

My Commission Expires:

\_\_\_\_\_

\_\_\_\_\_,  
Notary Public  
Residing in \_\_\_\_\_ County,  
\_\_\_\_\_

STATE OF INDIANA )  
 ) SS:  
COUNTY OF ST. JOSEPH )

On this 11<sup>th</sup> day of September, 2006 before me, a Notary Public in and for said County and State, personally appeared JOSEPH E. KERNAN, MANAGER of **SOUTH BEND PROFESSIONAL BASEBALL CLUB, LLC** known to me to be the person who executed the within Agreement on behalf of said company and acknowledged to me that he executed the same for the purposes therein stated.

IN TESTIMONY WHEREOF, I have hereunto set my hand in the County and State aforesaid, the day and year first above written.

My Commission Expires:

\_\_\_\_\_


Tammy J. Stevens  
Notary Public  
Residing in \_\_\_\_\_ County,


Tammy J. Stevens  
Notary Public State of Indiana  
St. Joseph County  
My Commission Expires Dec. 15, 2009





**EXHIBIT A**


**MARKS**

Trademark	Application Number	Application Date	Registration Number	Registration Date
 <i>Silver Hawks</i>	76/272,990	June 18, 2001	2,688,061	February 18, 2003
Printed matter and paper goods, namely, souvenir programs, schedule, and yearbooks concerning baseball, in International Class 016				

Trademark	Application Number	Application Date	Registration Number	Registration Date
	76/272,986	June 18, 2001	2,544,990	March 5, 2002
Clothing, namely, hats, shirts, T-shirts, wind resistant shirts, coats, jackets, shorts, sneakers, and cloth bibs, in International Class 025				

Trademark	Application Number	Application Date	Registration Number	Registration Date
 <i>Silver Hawks</i>	76/272,727	June 18, 2001	2,706,238	April 15, 2003
Clothing, namely, hats, shirts, T-shirts, wind resistant shirts, coats, jackets, shorts, pants, sweat pants, sleep wear, sneakers, and cloth bibs, in International Class 025				

Trademark	Application Number	Application Date	Registration Number	Registration Date
	75/370,066	October 8, 1997	2,207,135	December 1, 1998
<p>Paper goods, namely, souvenir programs, schedules, and yearbooks concerning baseball, in International Class 016</p> <p>Clothing, namely, hats, shirts, t-shirts, sweatshirts, wind resistant shirts, coats, jackets, shorts, pants, sweatpants, sleepwear, sneakers, and cloth bibs, in International Class 025</p>				

Trademark/Service Mark	Application Number	Application Date	Registration Number	Registration Date
	75/219,979	December 31, 1996	2,234,896	March 23, 1999
<p>Clothing, namely, hats, shirts, T-shirts, sweatshirts, wind shirts, coats, jackets, shorts, sneakers, and cloth bibs, in International Class 025</p> <p>Entertainment services in the nature of professional baseball games, in International Class 041</p>				

Service Mark	Application Number	Application Date	Registration Number	Registration Date
SILVER HAWKS	74/500,424	March 11, 1994	1,888,940	April 11, 1995
<p>Entertainment services in the nature of professional baseball games, in International Class 041</p>				

Trademark	Application Number	Application Date	Registration Number	Registration Date
SILVER HAWKS	74/500,422	March 11, 1994	1,932,621	November 7, 1995
<p>Clothing, namely T-shirts, sweatshirts, jerseys and hats, in International Class 025</p>				