

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Boise Hawks Baseball Club, LLC		11/17/2006	LIMITED LIABILITY COMPANY: WASHINGTON
RECEIVING PARTY DATA			
Name:	Boise Baseball, LLC		
Street Address:	233 Bryn Mawr Circle		
City:	Houston		
State/Country:	TEXAS		
Postal Code:	77024		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	2827620	B BOISE HAWKS BASEBALL CLUB	
Registration Number:	2758829	B BOISE HAWKS BASEBALL CLUB	
Registration Number:	2788699	B	
Registration Number:	1829670	BOISE HAWKS	
CORRESPONDENCE DATA			
Fax Number:	(727)821-5819		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	7274561714		
Email:	scottpoley@minorleaguebaseball.com		
Correspondent Name:	D. Scott Poley		
Address Line 1:	201 Bayshore Drive Southeast		
Address Line 2:	Professional Baseball Promotion Corp		
Address Line 4:	Saint Petersburg, FLORIDA 33701		
NAME OF SUBMITTER:	D. Scott Poley		

OP \$115.00 2827620

Signature:	/d scott poley/
Date:	03/05/2007
Total Attachments: 8 source=Boise Baseball LLC Assign#page1.tif source=Boise Baseball LLC Assign#page2.tif source=Boise Baseball LLC Assign#page3.tif source=Boise Baseball LLC Assign#page4.tif source=Boise Baseball LLC Assign#page5.tif source=Boise Baseball LLC Assign#page6.tif source=Boise Baseball LLC Assign#page7.tif source=Boise Baseball LLC Assign#page8.tif	

TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT is made as of the date of execution hereof by and between BOISE HAWKS BASEBALL CLUB, LLC, a Washington limited liability company, having offices at 411 108th Avenue NE, Suite 1970, Bellevue, WA 98004 ("Assignor"), and BOISE BASEBALL, LLC, a Delaware limited liability company, having offices at 233 Bryn Mawr Circle, Houston, TX 77024 ("Assignee").

WHEREAS, Assignor is the owner of the trademarks and service marks BOISE HAWKS BASEBALL CLUB, all trademarks and service marks owned by Assignor and used in operation of the Boise Hawks baseball operation, the goodwill associated with all such trademarks; United States Trademark Registration Number 2,758,829 registered September 2, 2003 for the mark BOISE HAWKS BASEBALL CLUB, hereinafter the "Trademarks".

WHEREAS, Assignor is desirous of conveying and Assignee is desirous of acquiring the entire right, title and interest of Assignor in and to the Trademarks, together with the goodwill associated with the Trademarks;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor does hereby sell, assign, transfer and convey, to Assignee, its successors and assigns, the entire right, title and interest in and to the Trademarks and the registrations therefore, together with the goodwill associated with the Trademarks.

Notwithstanding the foregoing, Assignor retains the right to utilize "Boise Hawks" in its company name for as long as Assignor remains a Member of Boise Baseball, LLC.

IN WITNESS WHEREOF, Assignor has caused this Trademark Assignment to be executed by its duly authorized representative.

BOISE HAWKS BASEBALL CLUB, LLC

By: Base Capital, L.L.C.,
a Washington limited liability company,
its Manager

By: H. Thomas Wick
H. Thomas Wick
Its: Managing Member

Date: November 17, 2006

AGREEMENT OF PURCHASE AND SALE

THIS AGREEMENT OF PURCHASE AND SALE ("Agreement") is entered into as of June 21, 2006, by and between BOISE BASEBALL, LLC, a Delaware limited liability company or its nominee (the "Buyer"), and BOISE HAWKS BASEBALL CLUB, LLC, a Washington limited liability company (the "Seller").

RECITALS

WHEREAS, Seller is in the business of operating a Class A minor league baseball club known as the Boise Hawks (the "Business" or the "Baseball Club");

WHEREAS, Buyer desires to receive from Seller, and Seller desires to contribute to Buyer, at the Closing on the Closing Date (as each term is defined in this Agreement) substantially all of the assets and properties of the Seller and its Business as a going concern, exclusive of any liabilities except as specifically set forth in this Agreement said assets and properties having a market value of .

WHEREAS, although the Closing may occur, if at all, on a date after September 30, 2006, it shall be deemed to have occurred on such date, to the end that all revenues, and all obligations, liabilities and indebtedness, of the Baseball Club for the "2007 Season" (as defined below) and thereafter shall be for the benefit of and become the responsibility of Buyer, and all revenues, obligations, liabilities and indebtedness of the Baseball Club that relate to periods prior to the 2007 Season shall be for the benefit of and be the responsibility of Seller;

WHEREAS, Seller's responsibility for such obligations, liabilities and indebtedness shall be satisfied (or otherwise provided for to Buyer's reasonable satisfaction) by Seller out of revenues for periods prior to the 2007 Season (or by Seller from its own funds, as the case may be);

WHEREAS, it being the intention of the parties that Buyer's ownership of the Baseball Club for operational purposes shall have occurred as of the close of business on September 30, 2007 and, therefore, at that date the Baseball Club shall have no liabilities, obligations or indebtedness other than as reasonably incurred in the usual and customary course of business for the 2007 Season and thereafter, or other than as disclosed in the Disclosure Schedules. For purposes of this Agreement, the "2007 Season" means the 12-month period commencing October 1, 2006 and ending September 30, 2007;

WHEREAS, the Schedules referred to in this Agreement, while constituting a part of this Agreement, are (or will be) contained in a separate document entitled "Disclosure Schedules", which document has been (or will be) executed by Seller and delivered to Buyer by June 30, 2006, as provided in Section 9.8 of this Agreement; and

WHEREAS, the Disclosure Schedules have been prepared by Seller for delivery to Buyer in order to enable Seller to more fully make the representations and warranties given by Seller in

the Agreement, and to more fully identify or describe the respective obligations and undertakings of the parties to the Agreement.

NOW, THEREFORE, in consideration of the recitals and of the mutual promises made below, the parties agree as follows:

ARTICLE I
CONTRIBUTION; CONSIDERATION

1.0 Contribution. On the terms and subject to all of the conditions of this Agreement, at the Closing on the Closing Date (as each is hereinafter defined), Seller shall assign, transfer, contribute and deliver to Buyer or as Buyer may direct, and Buyer shall receive and accept, for the consideration set forth in Section 1.3, all of Seller's right, title, and interest in and to all of the assets, properties, Business and rights of Seller of every type and description, real, personal and mixed, tangible and intangible, which are used in or relate to the Business of the Baseball Club (collectively, the "Assets"), including, but not limited to, the following:

- (a) All of the right, title and interest of Seller, (i) as a tenant, in, to and under the Sublease dated January 30, 1989, (the "Sublease," which is included with the Disclosure Schedules), with Memorial Stadium, Inc., an Idaho nonprofit corporation (the "Sublessor") for that certain baseball park known as Memorial Stadium, 5600 Glenwood, Boise, Idaho 83714 (the "Ballpark"), (ii) as holder of franchise rights from the Northwest League of Professional Baseball (the "Northwest League") for a Northwest League professional baseball franchise in Boise, Idaho (the "Franchise"), (iii) as the minor league club, in, to and under the Player Development Contract for the period October 1, 2004 through September 30, 2008 with Chicago National League Ball Club, Inc. dba the Chicago Cubs of the National League (the "PDC", which is included with the Disclosure Schedules); and (iv) as a party in, to and under that certain Concession Agreement ("Concession Agreement") with Homeplate Foodservice, LLC, an Idaho limited liability company ("Concessionaire");
- (b) All office and clubhouse furniture and equipment, souvenirs, premium items, radio equipment, field equipment, Ballpark equipment and improvements, message center/scoreboard, marquee, leasehold improvements, and other tangible personal property of Seller, a description of which is set forth on Schedule 1.0(b) hereof;
- (c) All inventories of operating supplies, programs, promotional materials, paper goods, utensils and the like owned by Seller;
- (d) All right, title and interest of Seller in, to and under the name(s) Boise Hawks, including the right to the use thereof in connection with the operation of the Baseball Club, together with all right, title and interest of Seller in, to and under any and all intangible assets and intellectual property, including, but not limited to, 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, to the extent assignable (collectively, the "Trade Names");

- (e) All right, title and interest of Seller in, to and under such outstanding purchase orders and commitments entered into in the ordinary course of business as they relate to the operation of the Baseball Club for the 2007 Season and thereafter (including orders or commitments to purchase operating supplies, promotional items and advertising for the Baseball Club);
- (f) All right, title and interest of Seller in, to and under such service, maintenance and other contracts and agreements, and such leases, agreements or commitments relating to the operation of the Baseball Club, as well as broadcasting, advertising, billboard and food and beverage (including alcoholic beverage) concession contracts and agreements, and "trade-out" agreements, oral or written, to the extent assignable, copies (or descriptions) of all of which are included on Schedule 1.0(f) hereof (the "Assigned Contracts");
- (g) All right, title and interest of 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 such permits and licenses are assignable;
- (h) All right, title and interest of Seller in its accounts receivable and other similar rights to receive payment from others (whether or not then billed or billable) that relate to exhibiting of professional baseball games and other promotional events and exhibitions at the Ballpark (and advertising therefor) for the 2007 Season and thereafter (which accounts receivable and similar rights, if any, are listed in Schedule 1.0(h) hereto);
- (i) All right, title and interest of Seller in and to all cash revenues and customer deposits (whenever received by Seller) that relate to the exhibiting of professional baseball games and other promotional events and exhibitions at the Ballpark (and advertising therefor) for the 2007 Season (and thereafter);
- (j) All right, title, and interest of Seller in the domain name boisehawks.com, the website, and any links, metatags, graphics, or other contents thereof relating to the Baseball Club;

provided, however, that the Assets shall not include: (i) any cash of Seller (except those cash items referred to in 1.0(i) above), (ii) any cash deposits made by Seller and held by third parties (as security or otherwise) with respect to the Baseball Club, (iii) accounts receivable and other similar rights to receive payments from others (whether or not then billed or billable) that specifically relate to the operations of the Baseball Club for periods prior to the 2007 Season, (iv) minute books, membership records, stock records, corporate seals and other records and

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.

9.15 Payment of Costs. Buyer shall be responsible for the payment of all fees, costs, and expenses, relating or pertaining to, incurred for or by, any and all professional services providers, including, but not limited to, attorneys, accountants, engineers, and consultants, engaged or retained by Buyer in connection Buyer's efforts to receive the Baseball Club. Seller shall be responsible for the payment of all fees, costs, and expenses, relating or pertaining to, incurred for or by, any and all professional service providers, including, but not limited to, attorneys, accountants, engineers, and consultants, engaged or retained by Seller in connection with Seller's efforts to contribute the Baseball Club. Neither party shall be responsible for the payment of any fees, costs, or expenses incurred for or by any professional service provider engaged or retained by the other party.

9.16 Statements to the Media, the Public and Third Parties. The parties shall agree upon a joint statement to be addressed to the media, the public, and third parties relating to the transfer of the Assets of the Baseball Club which shall be attached as Schedule 9.16. Schedule 9.16 shall also provide for the timing of said statement and the joint efforts of the parties to provide for a smooth introduction and transition to the new ownership of Baseball Club.

9.17 Further Action. Each party agrees to perform all further acts and execute, acknowledge, and deliver any documents which may be reasonably necessary, appropriate, or desirable to carry out the provisions of this Agreement.

[SEPARATE SIGNATURE PAGES ATTACHED]

SIGNATURE PAGE

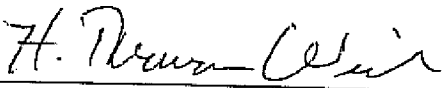
Attached to and made a part of the
Agreement of Purchase and Sale dated as of June 21, 2006.

IN WITNESS WHEREOF, the parties have entered into this Agreement of Purchase and
Sale as of the date first above set forth.

SELLER:

BOISE HAWKS BASEBALL CLUB, LLC,
a Washington limited liability company

By: Base Capital, L.L.C., a Washington limited
liability company, Its Manager

By: 

H. Thomas Wick

Its: Managing Member

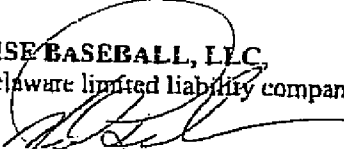
SIGNATURE PAGE

Attached to and made a part of the
Agreement of Purchase and Sale dated as of June 21, 2006.

IN WITNESS WHEREOF, the parties have entered into this Agreement of Purchase and
Sale as of the date first above set forth.

BUYER:

BOISE BASEBALL, LLC
a Delaware limited liability company

By: 
Neil M. Leibman
Its: Chief Executive Officer

SIGNATURE PAGE

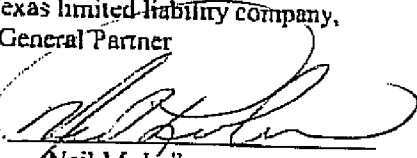
Attached to and made a part of the Agreement of Purchase and Sale dated as of June 21, 2006.

ACKNOWLEDGMENT

Minor League Holdings I, Ltd., a Texas limited partnership, signs this Agreement of Purchase and Sale for the sole and limited purpose of agreeing to be bound by the terms and conditions of Section 9.1 hereof

MINOR LEAGUE HOLDINGS I, LTD.,
a Texas limited partnership

By: Minor League, LLC,
a Texas limited liability company,
its General Partner

By: 
Neil M. Leibman
Its: President