

## 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
Bank of America Corporation		09/01/2006	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Major League Baseball Properties, Inc.		
Street Address:	245 Park Avenue		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10167		
Entity Type:	CORPORATION: NEW YORK		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3565847	OFFICIAL BANK OF BASEBALL	
CORRESPONDENCE DATA			
Fax Number:	(336)733-8473		
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>			
Phone:	(336) 721-3747		
Email:	trademarkswinston@wcsr.com		
Correspondent Name:	Randel S. Springer		
Address Line 1:	One West Fourth Street		
Address Line 2:	Womble Carlyle Sandridge & Rice, PLLC		
Address Line 4:	Winston-Salem, NORTH CAROLINA 27101		
ATTORNEY DOCKET NUMBER:	50195.0194.1		
NAME OF SUBMITTER:	Randel S. Springer		
Signature:	/Randy Springer/		
Date:	02/17/2009		

CH 3565847 \$40.00

**Total Attachments: 3**

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**AGREEMENT REGARDING  
ASSIGNMENT OF TRADEMARK**

This **AGREEMENT REGARDING ASSIGNMENT OF TRADEMARK** ("Assignment") is made and entered into by and between Bank of America Corporation, a Delaware corporation (the "Assignor"), and Major League Baseball Properties, Inc., a New York corporation (the "Assignee" or "MLBP") as of the 1st day of September, 2006.

WHEREAS, Assignor filed an intent-to-use application for registration on the Principal Register of the U.S. Patent and Trademark Office ("USPTO") for the service mark "OFFICIAL BANK OF BASEBALL", U.S. serial number 78/461,772 for "clothing, namely hats, t-shirts, polo shirts, shorts, and socks" in International Class 25 and "banking and related financial services" in International Class 36 (hereinafter, the "Application"); and

WHEREAS, Assignor has used the mark "OFFICIAL BANK OF BASEBALL" in connection with its promotion of financial products and services and promotion of its relationship with MLBP, and/or the Office of the Commissioner of Baseball, the thirty Major League Baseball Clubs, and/or their affiliated or related entities; and

WHEREAS, Assignor desires to assign and transfer all of its right, title, and interest in the OFFICIAL BANK OF BASEBALL mark and the Application to Assignee, and Assignee wishes to accept such assignment and transfer.

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

1. Assignor shall file with the USPTO a Statement of Use with respect to the Application covering each and every good and service listed in the Application, namely "clothing, namely hats, t-shirts, polo shirts, shorts, and socks" in International Class 25 and "banking and related financial services" in International Class 36 within two weeks after the date of receiving notice from the USPTO that the USPTO has issued a Notice of Allowance with respect to the Application.
2. Effective immediately after Assignor files the Statement of Use referred to in paragraph 1 above, Assignor shall and hereby does irrevocably assign, sell, convey, deliver and transfer to Assignee all of Assignor's legal or beneficial right, title and interest in and to the mark OFFICIAL BANK OF BASEBALL and the Application together with the goodwill of the business symbolized thereby, together with all claims for damages by reason of past infringement thereof, with the right to sue for, and collect the same for its own use and benefit, and for the use and benefit of its successors, assigns and legal representatives, and Assignee shall and hereby does accept such assignment.
3. ASSIGNOR MAKES NO REPRESENTATIONS OR WARRANTIES, EITHER EXPRESS OR IMPLIED, WITH RESPECT TO THE TRADEMARK, INCLUDING WITHOUT LIMITATION ANY REPRESENTATION OR WARRANTY THAT THE TRADEMARK OR ITS REGISTRATION IS VALID, IS REGISTRABLE OR RENEWABLE UNDER EXISTING TRADEMARK LAWS, ANY WARRANTY WITH RESPECT TO TITLE, MERCHANTABILITY, CONDITION OR FITNESS FOR ANY PARTICULAR PURPOSE OR USE OF THE TRADEMARK, AND ALL AND ANY SUCH WARRANTIES ARE HEREBY EXPRESSLY DISCLAIMED.

4. Assignor hereby agrees to complete, execute, and file the Recordation Cover Sheet, attached as Exhibit A, confirming the rights assigned hereby with the USPTO within thirty days after filing the Statement of Use referred to in paragraph 2 above. Assignor shall pay for all costs (including reasonable attorney's fees) associated with filing any such recordation. The responsibility for filing and paying the filing fee and associated costs for preparing or filing any and all other documents, instruments or conveyances with the USPTO or any other governmental office or entity shall be with Assignee. The parties agree to take all such further actions and to execute, acknowledge and deliver all such further documents that are reasonably necessary for Assignee to obtain and maintain registration for the OFFICIAL BANK OF BASEBALL mark and to enforce its rights in said mark.

5. The parties hereto acknowledge and agree that effective as of June 27, 2006, the mark OFFICIAL BANK OF BASEBALL has been deemed by Assignee and Bank of America, N.A. to be (a) one of the "MLB Marks" under Schedule I.(A).(1.) (a) and (b) one of the "MLB Proprietary Rights" under Section VIII (A) of that certain "Promotional Rights Agreement" between Assignee and Bank of America, N.A. dated as of June 27, 2006. Therefore, the terms and conditions of the Promotional Rights Agreement shall govern the use of the OFFICIAL BANK OF BASEBALL mark from and after such date.

6. No amendment or waiver of any provision of this Assignment shall be effective unless in writing and executed by the parties hereto, in the case of an amendment, or the party entitled to the benefit of the provision to be so waived, in the case of a waiver.


7. Except for the rights and remedies created pursuant to this Assignment or the Promotional Rights Agreement, Assignee hereby waives, releases and remises any and all claims and causes of action which it may have or subsequently assert against Assignor, its subsidiaries or affiliates or the directors, officers, employees or agents of any of them, arising out of or related to the OFFICIAL BANK OF BASEBALL mark, its use, application for registration or registration from the beginning of time to the effective date of this Agreement.

8. This Assignment shall inure to the benefit of, and be binding upon and enforceable against, the parties hereto and their respective successors and assigns.

IN WITNESS WHEREOF, each of Assignor and Assignee has caused this Assignment to be duly executed as of the date set forth above by its duly authorized representative.


**BANK OF AMERICA CORPORATION**

By:

  
Name: RAYMOND BEDNAR  
Title: SVP, Global Sponsorships Executive


**BANK OF AMERICA, N.A.**

By:

  
Name: RAYMOND BEDNAR  
Title: SVP, Global Sponsorships Executive

**MAJOR LEAGUE BASEBALL PROPERTIES, INC.**

By:

  
Name: Ethan G. Orlitzky  
Title: Corporate Secretary