

TRADEMARK ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
South Bend Professional Baseball Club, LLC		01/12/2012	LIMITED LIABILITY COMPANY:

**RECEIVING PARTY DATA**

<b>Name:</b>	Swing-Batter-Swing, LLC
<b>Street Address:</b>	525 West Monroe Street, 14th Floor
<b>City:</b>	Chicago
<b>State/Country:</b>	ILLINOIS
<b>Postal Code:</b>	60661
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: INDIANA

**PROPERTY NUMBERS Total: 4**

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

**CORRESPONDENCE DATA**

Fax Number: 5742391900  
*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.*

Phone: 574-234-4149  
 Email: daniel.tychonievich@FaegreBD.com  
 Correspondent Name: Daniel Tychonievich  
 Address Line 1: 202 S. Michigan Street, Ste. 1400  
 Address Line 4: South Bend, INDIANA 46601

<b>ATTORNEY DOCKET NUMBER:</b>	SHS-T0001
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CH \$115.00 1888940

NAME OF SUBMITTER:	Daniel Tychonievich
Signature:	/Daniel Tychonievich/
Date:	12/18/2012
Total Attachments: 4 source=Assignment#page1.tif source=Assignment#page2.tif source=Assignment#page3.tif source=Assignment#page4.tif	

**GENERAL ASSIGNMENT OF INTELLECTUAL PROPERTY**

This General Assignment of Intellectual Property (this "Assignment") is made as of January 12, 2012 ("Effective Date"), by and between South Bend Professional Baseball Club, LLC, an Indiana limited liability company ("Assignor") and Swing-Batter-Swing, LLC, an Indiana limited liability company ("Assignee").

RECITALS

WHEREAS, Assignor is engaged in the operation of a professional minor league baseball team in South Bend, Indiana, currently known as the "South Bend Silver Hawks" (the "Ball Club"), a Class A Minor League Franchise in the Midwest League of Professional Baseball Clubs, Inc., a member league of the National Association of Professional Baseball Leagues, Inc., which plays its home games at Stanley Coveleski Regional Stadium in South Bend, Indiana;

WHEREAS, Assignor and Assignee entered into that certain Asset Purchase Agreement dated as of November 23, 2011, by and between Assignor and Assignee, for Assignee's purchase of substantially all of the tangible and intangible assets of the Ball Club (the "Agreement");

WHEREAS, Assignor owns certain intellectual property used in connection with the Ball Club;

WHEREAS, pursuant to the Agreement, Assignor has agreed to assign all intellectual property owned by Assignor and associated with the Ball Club to Assignee;

WHEREAS, pursuant to the Agreement, Assignor has made a separate assignment to Assignee under that certain Domain Name and Website Agreement made as of even date herewith (the "Domain Name and Website Agreement"); and

WHEREAS, Assignor desires to hereby assign all other intellectual property owned by Assignor and associated with the Ball Club to Assignee, and Assignee desires to receive and accept the same.

AGREEMENT

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

1. Assignor hereby assigns and conveys to Assignee its entire right, title, and interest world-wide and throughout the universe in and to whatever intellectual property it owns that is not specifically described in the Domain Name and Website Agreement and that is used in connection with the Ball Club, including internet domain names, trademarks and patents,

together with the goodwill of the Ball Club connected with the use of and symbolized by such intellectual property (the "Intellectual Property"), and any right to sue and recover from any past infringements of the Intellectual Property.

2. Assignor hereby further assigns to Assignee its entire right, title, and interest world-wide and throughout the universe to whatever copyrights it owns for works of authorship used in connection with the Ball Club (the "Copyrights"), and any right to sue and recover from any past infringements of the Copyrights.

3. Assignor warrants that it is the owner of the entire right, title and interest in and to said Copyrights and Intellectual Property and that Assignor has the right to make this Assignment.

4. Assignor warrants and covenants that no assignment, grant, mortgage, license, or other agreement affecting the rights and property herein conveyed has been or will be made to others by Assignor or any predecessor in title thereto, and that the full right to convey the same as herein expressed is possessed thereby.

5. Assignor further agrees to execute such documents or provide lawful testimony or to provide such other assistance as may reasonably be requested by Assignee to perfect or record the assignments made herein and to obtain registrations of and to enforce such Copyrights and Intellectual Property world-wide and throughout the universe.

6. This assignment shall be effective for copyright in the United States and all foreign countries.

7. This Assignment will inure to the benefit of and be binding on the successors and assigns of the parties hereto.

8. The validity, construction, and performance of this Agreement shall be governed by the laws of the state of Indiana (excluding its principles of conflict of laws).

9. This Assignment may be executed in one or more counterparts, in the original or by facsimile, or other electronic transmission, including PDF, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

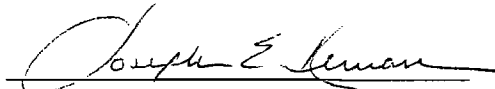
*[Signature page follows]*

*[Signature page to General Intellectual Property Assignment]*

IN WITNESS WHEREOF, the undersigned have duly executed this Assignment as of the Effective Date.

"ASSIGNOR"

SOUTH BEND PROFESSIONAL BASEBALL CLUB, LLC

A handwritten signature in cursive script, appearing to read "Joseph E. Kernan", written over a horizontal line.

By: Joseph E. Kernan  
Its: Managing Member

"ASSIGNEE"

SWING-BATTER-SWING, LLC

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By: Andrew T. Berlin  
Its: Managing Member

*[Signature page to General Intellectual Property Assignment]*

IN WITNESS WHEREOF, the undersigned have duly executed this Assignment as of the Effective Date.

"ASSIGNOR"

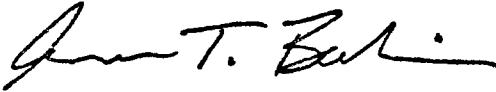
SOUTH BEND PROFESSIONAL BASEBALL CLUB, LLC

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By: Joseph E. Kernan  
Its: Managing Member

"ASSIGNEE"

SWING-BATTER-SWING, LLC



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By: Andrew T. Berlin  
Its: Managing Member