

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM328106

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
OKC Athletic Club, LLC		10/19/2014	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	MB OKC LLC		
Street Address:	4751 Wilshire Boulevard		
Internal Address:	3rd Floor		
City:	Los Angeles		
State/Country:	CALIFORNIA		
Postal Code:	90010		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 7			
Property Type	Number	Word Mark	
Registration Number:	2079095	89ERS	
Registration Number:	4418768	OKC	
Registration Number:	4418769	OKC	
Registration Number:	4112135	OKC OKLAHOMA CITY REDHAWKS	
Registration Number:	4112134	OKLAHOMA CITY REDHAWKS	
Registration Number:	2390763	OKLAHOMA REDHAWKS	
Registration Number:	3986124		
CORRESPONDENCE DATA			
Fax Number:			
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	7274561730		
Email:	rfountain@milb.com		
Correspondent Name:	Robert Fountain		
Address Line 1:	9550 16th Street N.		
Address Line 4:	St. Petersburg, FLORIDA 33716		
NAME OF SUBMITTER:	Robert Fountain		
SIGNATURE:	/robert fountain/		

OP \$190.00 2079095

DATE SIGNED:	01/06/2015
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Total Attachments: 5

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TRADEMARK ASSIGNMENT AGREEMENT

This Trademark Assignment Agreement (this "Agreement") is made and delivered as of October 29, 2014, between OKC Athletic Club, LLC, a Delaware limited liability company ("Seller"), and MB OKC LLC, a Delaware limited liability company ("OKC TransitionCo"), in connection with that certain Franchise Purchase Agreement, dated August 12, 2014, between Mandalay Baseball LLC, a Delaware limited liability company ("Buyer"), and Seller (the "Purchase Agreement"). Capitalized terms not otherwise defined herein have the meanings assigned to them in the Purchase Agreement.

Under the terms of the Purchase Agreement, contemporaneously with the closing of the sale of the Franchise to Buyer, Seller will contribute, transfer and assign to OKC Transition Co, among other assets, certain intellectual property of Seller and has agreed to execute and deliver this Agreement, for recording with government authorities.

Seller owns the Marks (as defined below), and OKC TransitionCo desires to acquire the Marks from Seller.

In consideration of the mutual covenants and agreements contained in this Agreement and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Assignment of Trademarks. Effective as of the Closing, Seller does hereby contribute, transfer, assign and deliver to OKC TransitionCo, its successors and assigns, free and clear of all Encumbrances, all of Seller's interests in and rights, title and benefits to the trademarks, trade names and other intellectual property listed on Exhibit A hereto (all of the foregoing being referred to herein as the "Marks"), together with the goodwill of the business associated therewith and which is symbolized thereby, all common law rights, registrations and applications therefor, all rights to sue for infringement of any Mark, whether arising prior to or subsequent to the date of this Agreement, and any and all renewals and extensions thereof that may hereafter be secured under the laws now or hereafter in effect in the United States and in any other jurisdiction, the same to be held and enjoyed by OKC TransitionCo, its successors and assigns from and after the date hereof as fully and entirely as the same would have been held and enjoyed by Seller had this Agreement not been made.

2. Further Assurances. Each party hereto, for itself and its successors and assigns, hereby covenants and agrees that, from time to time, such party without further consideration will execute and deliver, or cause to be executed and delivered, to the other party hereto such assignments, bills of sale, consents and other instruments, in form and substance reasonably satisfactory to the other party, and take all such other actions to more effectively transfer to and vest in Seller, and to put OKC TransitionCo in possession of, the Marks, free and clear of all Encumbrances.

3. No Additional Representations and Warranties. The parties acknowledge that Seller makes no representation or warranty with respect to the Marks being conveyed hereby except as specifically set forth in the Purchase Agreement.

4. Terms of Purchase Agreement. In the event of any conflict or inconsistency between the terms of the Purchase Agreement and the terms hereof, the terms of the Purchase Agreement shall govern.

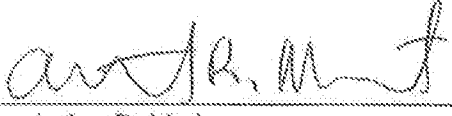
5. General. This Agreement shall be binding upon, and inure to the benefit of, the parties to this Agreement and their respective successors and assigns. This Agreement shall be governed by and construed in accordance with the laws of the State of Delaware, excluding the conflicts of law provisions thereof. Neither this Agreement nor any of the rights, interests or obligations under this Agreement shall be assigned by either of the parties to this Agreement without the prior written consent of the other party. This Agreement may be amended only by written instrument duly signed by each of the parties to this Agreement. This Agreement may be executed in counterparts and by facsimile signature, each of which when so executed and delivered shall be deemed an original, and all of which, taken together, shall be deemed one and the same instrument.

[Signature Page Follows]

IN WITNESS WHEREOF, each of the undersigned have caused this Agreement to be adopted, approved, certified, executed and acknowledged by a duly authorized person on the date first above written.

SELLER:


OKC ATHLETIC CLUB, LLC,
a Delaware limited liability company

By: 
Name: Arthur R. Main
Title: Manager

OKC TRANSITIONCO:



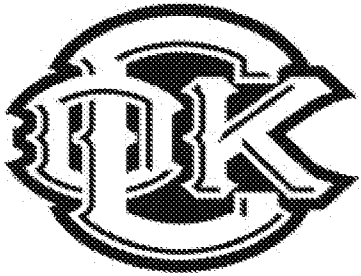

MB OKC LLC,
a Delaware limited liability company

By: OKC ATHLETIC CLUB, LLC,
a Delaware limited liability company
Its: Sole Member

By: 
Name: James R. Bailey
Title: Chief Financial Officer

[Signature Page to Trademark Assignment Agreement]

EXHIBIT A

Owner	Mark	Registration Number
OKC Athletic Club, LLC	89ers (stylized) 	U.S. Reg. No. 2079095
OKC Athletic Club, LLC	OKC & Design 	U.S. Reg. No. 4418768
OKC Athletic Club, LLC	OKC & Design 	U.S. Reg. No. 4418769
OKC Athletic Club, LLC	OKC OKLAHOMA CITY REDHAWKS & Design 	U.S. Reg. No. 4112135

OKC Athletic Club, LLC	OKLAHOMA CITY REDHAWKS	U.S. Reg. No. 4112134
OKC Athletic Club, LLC	OKLAHOMA REDHAWKS & Design 	U.S. Reg. No. 2390763
OKC Athletic Club, LLC	Redhawks Logo 	U.S. Reg. No. 3986124

Exhibit A-2