

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM774573

SUBMISSION TYPE:	RESUBMISSION		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
RESUBMIT DOCUMENT ID:	900731279		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
D-Cubs Acquisition Company LLC		01/01/2015	Limited Liability Company: FLORIDA
RECEIVING PARTY DATA			
Name:	Tortugas Baseball Club LLC		
Street Address:	110 E Orange Avenue		
City:	Daytona Beach		
State/Country:	FLORIDA		
Postal Code:	32114		
Entity Type:	Limited Liability Company: FLORIDA		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	4799071	TORTUGAS	
Registration Number:	4799158	D	
Registration Number:	4988847	DAYTONA TORTUGAS	
CORRESPONDENCE DATA			
Fax Number:	2125750671		
<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:	2127909200		
Email:	trademark@cll.com		
Correspondent Name:	Jeffrey Chery		
Address Line 1:	Cowan, Liebowitz & Latman, P.C.		
Address Line 2:	114 West 47th Street		
Address Line 4:	New York, NEW YORK 10036-5225		
ATTORNEY DOCKET NUMBER:	21307-120		
NAME OF SUBMITTER:	Jeffrey Chery		
SIGNATURE:	/Jeffrey Chery/		
DATE SIGNED:	12/15/2022		
Total Attachments: 6			

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source=D-Cubs Asset Purchase Agreement#page1.tif
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ASSIGNMENT AGREEMENT

This Assignment Agreement ("Assignment") is effective as of January 1, 2015 ("Effective Date") and is by and between D-Cubs Acquisition Company ("Assignor") and Tortugas Baseball Club LLC ("Assignee").

Assignor has entered into that certain Asset Purchase Agreement dated October 1, 2014 by and between Assignor, Big Game Florida LLC, and Big Game Florida II LLC (the "Assigned Contract"); and

1. Assignment and Assumption. Assignor hereby conveys, assigns, transfers and delivers to Assignee, its successors and assigns, all right, title, and interest, legal and equitable, in and to the Assigned Contract. Assignee hereby accepts the foregoing assignment and hereby agrees that on and after the date hereof, it shall perform the obligations of Assignor under the Assigned Contract.

2. Further Assurances. Each party, from time to time and at all times hereinafter, upon the reasonable request of the other party, will do, execute, acknowledge, and deliver, or cause to be done, executed, acknowledged, and delivered, all such further acts, assignments, transfers, conveyances, powers of attorney and assurances as may be required by the other party to more effectively carry out the purposes and intents evidenced by this Assignment.

IN WITNESS WHEREOF, the parties hereto have caused this Assignment to be duly executed by their respective duly authorized officers as of the date first above written.

D-Cubs Acquisition Company

By: Reese L. Smith III
Reese L. Smith III

Tortugas Baseball Club LLC

By: Reese L. Smith III
Reese L. Smith III, Manager

Consented to:

Big Game Florida LLC

Andrew K. Rayburn
Andrew K. Rayburn, Manager

Big Game Florida II LLC

Horace Smith
Horace Smith, Manager

ASSIGNMENT AGREEMENT

This Assignment Agreement ("Assignment") is effective as of January 1, 2015 ("Effective Date") and is by and between D-Cubs Acquisition Company ("Assignor") and Tortugas Baseball Club LLC ("Assignee"). je

Assignor has entered into that certain Asset Purchase Agreement dated October 1, 2014 by and between Assignor, Big Game Florida LLC, and Big Game Florida II LLC (the "Assigned Contract"); and

1. Assignment and Assumption. Assignor hereby conveys, assigns, transfers and delivers to Assignee, its successors and assigns, all right, title, and interest, legal and equitable, in and to the Assigned Contract. Assignee hereby accepts the foregoing assignment and hereby agrees that on and after the date hereof, it shall perform the obligations of Assignor under the Assigned Contract.

2. Further Assurances. Each party, from time to time and at all times hereafter, upon the reasonable request of the other party, will do, execute, acknowledge, and deliver, or cause to be done, executed, acknowledged, and delivered, all such further acts, assignments, transfers, conveyances, powers of attorney and assurances as may be required by the other party to more effectively carry out the purposes and intents evidenced by this Assignment.

IN WITNESS WHEREOF, the parties hereto have caused this Assignment to be duly executed by their respective duly authorized officers as of the date first above written.

D-Cubs Acquisition Company

By: _____
Reese L. Smith III

Tortugas Baseball Club LLC

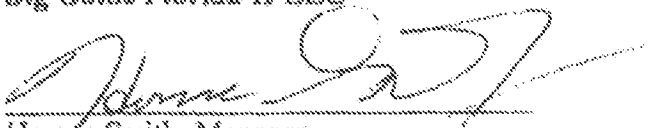
By: _____
Reese L. Smith III, Manager

Consented to:

Big Game Florida LLC

Andrew K. Rayburn, Manager

Big Game Florida II LLC



Horace Smith, Manager

ASSET PURCHASE AGREEMENT

This Asset Purchase Agreement ("Agreement") is entered into, effective as of October 1, 2014 ("Effective Date"), by and among D-Cubs Acquisition Company LLC, a Florida limited liability company ("Buyer"), Big Game Florida LLC, a Florida limited liability company ("BGF"), and Big Game Florida II LLC, a Florida limited liability company ("BGFII"). BGF and BGFII are referred to herein collectively as "Seller."

Seller owns and operates a minor league baseball franchise in Daytona Beach, Florida doing business as the "Daytona Cubs" (the "Franchise"). Seller operates a minor league baseball stadium at 108 Orange Avenue, Daytona Beach, Florida 32114 known as "Jackie Robinson Ballpark" and "Radiology Associates Field" (the "Stadium") pursuant to a lease agreement with the City of Daytona Beach. The Franchise is sometimes referred to herein as the "Business." The Franchise is a member of the Florida State League of Professional Baseball ("League").

THE TRANSACTION

Section 1.1. Assets Purchased. Seller shall transfer, assign, and deliver to Buyer, on the Closing Date but effective as of the Effective Date, on the terms and conditions set forth in this Agreement, all right, title, and interest in and to all of the assets, properties, and rights of every nature, tangible and intangible, real and personal, related to, used, or held for use in the operation of the Business (the "Assets"). Assets shall include, except as specifically excluded herein, all of the assets, properties, and rights of every nature of Seller. Assets shall specifically include all right, title, and interest in and to (a) the franchise granted to the Seller by the League; (b) any and all machinery, equipment, inventories, furniture, furnishings, fixtures, leasehold improvements, vehicles, and other tangible property of, or used in, the Business; (c) all intangible property of, or used in, the Business; (d) all real property owned or leased by Seller; (e) all licenses, permits, franchises, registrations, and approvals relating to the Business issued by any Governmental Authority; (f) all contracts and agreements related to the Business accepted in accordance with Schedule 3.6.

(f) any and all rights with respect to intellectual property ("Intellectual Property"), including, without limitation, associated goodwill, related licenses/sublicenses, other rights to protection of interests, and all tangible embodiment thereof, all patents, patent applications, and patent disclosures, all trademarks, service marks, trade dress, logos, trade names, corporate names, all copyrights, and all applications, registrations, and renewals in connection with these copyrights, all trade secrets and confidential business information, all computer software (including data and related documentation), all other proprietary rights, and all copies and tangible embodiments of the Intellectual Property, in whatever form or medium;

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[REDACTED]

Section 1.2. Assets Excluded. Buyer shall not purchase, acquire, accept, or be bound by any contracts or agreements other than the Assumed Contracts (the "Excluded Assets").

Section 1.3. Assumed Liabilities. Buyer shall assume and become responsible for, as of the Effective Date, all obligations pursuant to the Assumed Contracts (the "Assumed Liabilities").

Section 1.4. Excluded Liabilities. Buyer shall not assume (a) any obligation or liability arising, accrued, due, or dischargeable prior to the Effective Date, (b) any liability resulting from any breach or default under any Assumed Contracts occurring at or prior to the Closing Date, (c) any liability resulting from any event occurring at or prior to the Effective Date, including any event that, with the giving of notice or the passage of time, would result in liability, (d) any liability or responsibility related to the Excluded Assets, and (e) any liability that is not specifically an Assumed Liability (collectively, the "Excluded Liabilities"). Seller agrees to satisfy, promptly when due, all Excluded Liabilities. Except with respect to the Assumed Contracts, no obligations of Seller to or with respect to any of its employees, including employment contracts, employee benefit plans, or payroll taxes, are being assumed by Buyer.

Section 1.5. Purchase Price. Buyer shall pay to Seller the sum of [REDACTED] (the "Purchase Price"). [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

CLOSING; CONDITIONS TO CLOSING; PRE-CLOSING COVENANTS

Section 2.1. Closing. The transaction described herein shall take place on such date as shall be specified by Buyer between December 1, 2014 and March 31, 2015, but effective as of the Effective Date, assuming the satisfaction of all Conditions to Closing (the "Closing"). At the Closing, Seller will deliver to Buyer all of the Assets, take such additional steps, if any, as may be required to put Buyer in actual possession and operating control of the Assets, and execute and deliver such additional documents and instruments of conveyance, in form satisfactory to Buyer, as shall be requested by Buyer.

AKA
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IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.

BUYER: D-Cubs Acquisition Company LLC

By: Reese L. Smith III 11-24-14
Reese L. Smith III, Manager

SELLER: Big Game Florida LLC

By: A.K. Rayburn 11/24/14
Andrew K. Rayburn, Manager

SELLER: Big Game Florida II LLC

By: _____
Horace Smith, Manager

In Witness Whereof, the parties have executed this Agreement as of the Effective Date.

BUYER: D-Cubs Acquisition Company LLC

By: _____
Reese L. Smith III, Manager

SELLER: Big Game Florida LLC

By: _____
Andrew K. Rayburn, Manager

SELLER: Big Game Florida II LLC

By: _____
Horace Smith, Manager
11/29/19

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