## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 ETAS ID: TM779941

Stylesheet Version v1.2

SUBMISSION TYPE:	RESUBMISSION
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL
RESUBMIT DOCUMENT ID:	900727554

#### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Coastal Plain League, LLC		10/03/2022	Limited Liability Company: MARYLAND

#### **RECEIVING PARTY DATA**

Name:	CBC CPL, LLC	
Street Address:	2619 Western Blvd.	
City:	Raleigh	
State/Country:	UNITED STATES	
Postal Code:	27606	
Entity Type:	Limited Liability Company: NORTH CAROLINA	

#### **PROPERTY NUMBERS Total: 1**

Property Type	Number	Word Mark
Registration Number:	2110724	COASTAL PLAIN LEAGUE

#### **CORRESPONDENCE DATA**

**Fax Number:** 7043311159

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.

**Phone:** 7043311000

**Email:** amberwest@mvalaw.com, IPLaw@mvalaw.com,

PTO TMconfirmation@mvalaw.com

Correspondent Name: MOORE & VAN ALLEN PLLC
Address Line 1: 100 North Tryon Street, Suite 4700

Address Line 4: Charlotte, NORTH CAROLINA 28202-4003

ATTORNEY DOCKET NUMBER:	023314.672
NAME OF SUBMITTER:	Arlene D. Hanks
SIGNATURE:	/arlenedhanks/
DATE SIGNED:	01/11/2023

### **Total Attachments: 4**

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TRADEMARK REEL: 007907 FRAME: 0743

# ASSIGNMENT AGREEMENT (TRADEMARK)

THIS ASSIGNMENT AGREEMENT (Trademark) (this "Assignment") is entered into as of October \_\_\_\_, 2022 by and between **COASTAL PLAIN LEAGUE**, **LLC**, a Maryland limited liability company ("Assigner") and **CBC CPL**, **LLC**, a North Carolina limited liability company ("Assignee").

**WHEREAS**, Assignor and Assignee entered into an Asset Purchase Agreement dated as of July 15, 2022 (the "<u>Purchase Agreement</u>"), concerning the sale and purchase of certain of the assets owned or leased by Assignor and used in connection with the operation of the Coastal Plain League collegiate summer baseball league (the "<u>League</u>"); and

**WHEREAS**, Assignor is the owner of the trademarks relating to the League that are set forth on <u>Exhibit A</u> attached hereto, including the goodwill of the business associated therewith and symbolized thereby, and any and all rights appurtenant thereto, including, but not limited to, all common law rights, applications, registrations, extensions and renewals related thereto, and causes of action and the right to recover for past infringement, dilution or other misappropriation thereof, (collectively, the "Trademark"); and

**WHEREAS**, Assignor desires to expressly assign all of its rights, title and interest in and to the Trademark to Assignee, and Assignee desires to accept the same; and

**NOW THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

- 1. **Defined Terms; Interpretation.** Except as otherwise set forth herein, capitalized terms used herein but not defined herein have the meanings given to them in the Purchase Agreement.
- 2. Assignment and Assumption of Trademark. Pursuant to the terms and subject to the conditions of the Purchase Agreement and effective as of the date hereof, (a) Assignor hereby sells, transfers, conveys, assigns, and delivers unto Assignee, free and clear of any and all Liens other than the Permitted Liens, the Trademark, to have and to hold forever, and (b) Assignee hereby accepts the foregoing assignment of the Trademark. The parties acknowledge that the assignment of the Trademark includes the assignment by Assignor of all of its right, title and interest in any and all claims that Assignor may hold with respect to any past, present or future infringement of the Trademark.
- 3. Authorization to Record Trademark. Assignor further authorizes the United States Patent & Trademark Office (the "PTO"), or any employee thereof, and any official of any country or countries foreign to the United States whose duty it is to record trademark registrations, applications and title thereto, to record the Trademark and title thereto as the property of Assignee, its successors, legal representatives and assigns in accordance with the terms of this instrument. To the extent necessary to complete such registrations, Assignee is hereby authorized to record this Assignment with the PTO and any similar office of any country or countries foreign to the United States.

TRADEMARK REEL: 007907 FRAME: 0744

- 4. Purchase Agreement Controls. This Assignment is subject to the terms and conditions set forth in the Purchase Agreement. Nothing contained in this Assignment shall be construed to supersede, limit, qualify, or expand any provision of the Purchase Agreement, including without limitation the separate representations, warranties, and obligations of Assignor or Assignee contained therein. To the extent there is a conflict between the terms and provisions of this Assignment and the terms and provisions of the Purchase Agreement, the terms and provisions of the Purchase Agreement shall govern.
- 5. Further Assurances. From time to time, at Assignee's or Assignor's request, whether on or after the date hereof and without further consideration, Assignor and Assignee shall execute and deliver or cause to be executed and delivered such further instruments of conveyance, transfer, and assumption as may be reasonably necessary to convey, transfer, and assume the Trademark.
- **6. Beneficiaries.** This Assignment shall inure to the benefit of and shall be binding on Assignor and Assignee and their respective successors and assigns.
- 7. Counterparts; Delivery. This Assignment may be executed in multiple counterparts, with the same force and effect as if all the signatures thereto appeared on the same instrument. This Assignment, to the extent signed and delivered by facsimile transmission or electronic mail in .pdf form, shall be treated in all manner and respects as an original agreement or instrument.
- **8. Governing Law.** The construction and performance of this Assignment shall be governed by the laws of the State of North Carolina without regard to its conflict of laws provisions.

[Signature page follows]

TRADEMARK REEL: 007907 FRAME: 0745 **IN WITNESS WHEREOF**, Assignor and Assignee have caused this Assignment Agreement (Trademark) to be duly executed as of the date first written above.

**ASSIGNOR:** 

COASTAL PLAIN LEAGUE, LLC

--DocuSigned by:

By:
Name:

Gerald Petitt

Title: CEO and Owner

**ASSIGNEE:** 

CBC CPL, LLC

By: Capitol Broadcasting Company, Inc.,

its Manager

... Docusigned by:
Michael J. Goodmon

By: Michael J. Goodmon

**Executive Vice President** 

TRADEMARK REEL: 007907 FRAME: 0746

# **EXHIBIT A**

**Trademark Registration** 

COASTAL PLAIN LEAGUE – Reg. Number 2,110,724

TRADEMARK REEL: 007907 FRAME: 0747

**RECORDED: 10/24/2022**