# CH \$115.00 6206

ETAS ID: TM767338

### TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2

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| SUBMISSION TYPE: | NEW ASSIGNMENT |
|------------------|----------------|
|------------------|----------------|

NATURE OF CONVEYANCE: ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL

#### **CONVEYING PARTY DATA**

| Name   | Formerly | Execution Date | Entity Type          |
|--|----------|----------------|----------------------|
| Keystone Professional<br>Baseball Club, Inc. |          | 11/04/2022     | Corporation: FLORIDA |

#### **RECEIVING PARTY DATA**

| Name:           | Saints Baseball, LLC                 |
|-----------------|--------------------------------------|
| Street Address: | 360 Broadway Street                  |
| City:           | St. Paul                             |
| State/Country:  | MINNESOTA                            |
| Postal Code:    | 55101                                |
| Entity Type:    | Limited Liability Company: MINNESOTA |

#### **PROPERTY NUMBERS Total: 4**

| Property Type        | Number  | Word Mark               |
|----------------------|---------|-------------------------|
| Registration Number: | 6206414 | CITY OF BASEBALL MUSEUM |
| Registration Number: | 6132165 | CITY OF BASEBALL MUSEUM |
| Registration Number: | 4049056 | MINNEAPOLIS MILLERS     |
| Registration Number: | 4790706 | M                       |

## **CORRESPONDENCE DATA**

**Fax Number:** 9738484001

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:** 9738484128

**Email:** patricia.foley@klgates.com

Correspondent Name: Andrew J. Hollander

Address Line 1: K&L Gates LLP

Address Line 2: One Newark Center, 10th Floor Address Line 4: Newark, NEW JERSEY 07102

| NAME OF SUBMITTER: | Andrew J. Hollander   |
|--------------------|-----------------------|
| SIGNATURE:         | /Andrew J. Hollander/ |
| DATE SIGNED:       | 11/11/2022            |

**Total Attachments: 3** 

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#### TRADEMARK ASSIGNMENT

WHEREAS, this Trademark Assignment ("Assignment") is made and entered into effective this 4<sup>th</sup> day of November, 2022 (the "Effective Date") between **Keystone Professional Baseball Club, Inc.**, a corporation organized and existing under the laws of the State of Florida and having a place of business at One Gatehall Drive, Parsippany, NJ 07054 ("Assignor") in favor of **Saints Baseball, LLC**, a limited liability company organized and existing under the laws of the State of Minnesota and having a place of business at 360 Broadway Street, St. Paul, MN 55101 ("Assignee");

WHEREAS, the Assignor owns all rights, title and interest in and to the trademarks, service marks, business names, and tradenames including related goodwill ("the Trademarks") listed in Exhibit A hereto (whether registered or not), and Assignee desires to obtain the Trademarks;

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

- 1. **Assignment of Trademarks.** Assignor hereby assigns, conveys and transfers to Assignee, its successors and assigns, Assignor's entire rights, title and interest in and to the Trademarks along with the related goodwill of the business represented by the Trademarks, and for the United States intent-to-use trademark applications (pending or currently not pending) set forth in the attached the transfer of that portion of the Assignor's business to which the trademark pertains, in all countries or jurisdictions, including all registered and common law rights thereto, any related trade dress rights, and including rights to (a) apply for and maintain all registrations, renewals and/or extensions thereof, (b) any and all causes of action whether accruing on or before the date of assignment as well as sue for past, present and future infringement, and to collect damages on the foregoing, (c) grant licenses or other interests to and in the Trademarks.
- 2. **Recordation and Further Actions.** Assignor agrees to execute and deliver, at the request of Assignee, all papers, instruments and assignments, and to perform any other reasonable acts Assignee may require in order to effect, evidence, or perfect the assignment of the assigned Trademarks to Assignee.
- 3. **Successors and Assigns**. This Agreement shall bind and inure to the benefit of the parties and their respective successors and assigns.
- 4. **Counterparts.** This agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed one and the same instrument.

**IN WITNESS WHEREOF**, the parties have caused this Agreement to be duly executed as of the Effective Date.

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KEYSTONE PROFESSIONAL BASEBALL CLUB, INC.

By: || || || || || || ||

Printed name: Michael Goldklang

**Title:** General Counsel **Date:** November 4, 2022

SAINTS BASEBALL, LLC

By: Mul, Ill

Printed name: Marvin S. Goldklang

**Title:** Executive Chairman **Date:** November 4, 2022

# $\underline{\mathbf{EXHIBIT}\ \mathbf{A}}$

# **Trademarks**

| Mark                    | Application Number | Registration Number |
|-------------------------|--------------------|---------------------|
| CITY OF BASEBALL MUSEUM | 88320020           | 6206414             |
| CITY OF BASEBALL MUSEUM | 88977959           | 6132165             |
| MINNEAPOLIS MILLERS     | 85288695           | 4049056             |
|                         | 86575756           | 4790706             |

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**RECORDED: 11/11/2022**