

04-27-2001

Form PTO-1594  
1-31-92



COVER SHEET ONLY U.S. DEPARTMENT OF COMMERCE  
Patent and Trademark Office

record the attached original documents or copy thereof.

Name and address of receiving party(ies):

101730490

1. Name of conveying party

SportsNet  
P.O. Box 1745  
Los Altos, CA 94023

- Individual(s)
- General Partnership
- Corporation- California
- Other: \_\_\_\_\_
- Association
- Limited Partnership

Additional name(s) of conveying party(ies) attached?  Yes  No

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other: \_\_\_\_\_
- Merger
- Change of Name

Execution Date: January 28, 2001

Name: Matrix Group Limited, Inc.

Internal Address: \_\_\_\_\_

Street Address: 601 Packard Court

City: Safety Harbor State: FL Zip: 34693

Individual(s) citizenship \_\_\_\_\_

Association \_\_\_\_\_

General Partnership \_\_\_\_\_

Limited Partnership \_\_\_\_\_

Corporation- Florida

Other: \_\_\_\_\_

If assignee is not domiciled in the United States, a domestic representative designation is attached:  Yes  No

(Designations must be a separate document from Assignment)

Additional name(s) & address(es) attached? :  Yes  No

4. Application number(s) or registration numbers(s):

A. Trademark Application No.(s)

B. Trademark Registration No.: 2276848

Additional numbers attached?  Yes  No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Deborah L. Benson, Esq.

Internal Address: \_\_\_\_\_

Street Address: Hinckley, Allen & Snyder LLP  
28 State Street

City: Boston State: MA Zip: 02109

6. Total number of applications and registrations involved: [ 1 ]

7. Total fee (37 CFR 3.41) \$40

Enclosed

Authorized to be charged to deposit account

8. Deposit account number: \_\_\_\_\_

(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Deborah L. Benson  
Name of Person Signing

Signature

4/10/01

Date

Total number of pages comprising cover sheet [ 1 ]

OMB No. 0651-0011 (exp. 4/94)

Do not detach this portion

Mail documents to be recorded with required cover sheet information to:

Commissioner of Patents and Trademarks  
Box Assignments  
Washington, D.C. 20231

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4-B-01

ASSIGNMENT OF TRADEMARK RIGHTS

THIS ASSIGNMENT OF TRADEMARK RIGHTS ("Assignment") is made as of January 28, 2001 by SportsNet Corporation ("ASSIGNOR") in favor of Matrix Group Limited, Inc., a Florida corporation ("ASSIGNEE").

WHEREAS, ASSIGNOR has adopted and used the mark "VBALL.COM" (the "VBALL Service Mark") and the domain name "VBALL.COM" (the "VBALL Domain Name");

WHEREAS, ASSIGNOR has obtained federal trademark registration number 2276848 for the VBALL Service Mark with a registration date of September 7, 1999 (such federal registration and the Service Mark collectively referred to herein as the "VBALL Trademark Rights");

WHEREAS, ASSIGNOR has agreed to assign to ASSIGNEE all of ASSIGNOR'S right, title and interest in and to the VBALL Trademark Rights; and

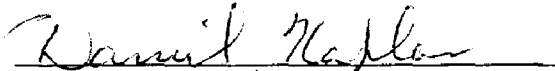
WHEREAS, ASSIGNEE is desirous of obtaining such assignment.

NOW, THEREFORE in consideration of good and valuable consideration, the receipt of which is hereby acknowledged, ASSIGNOR agrees as follows:

1. ASSIGNOR hereby assigns, sells and transfers to ASSIGNEE all of ASSIGNOR'S rights, title and interests in and to the VBALL Trademark Rights, together with that part of the goodwill of ASSIGNOR'S business which is connected with the use of and symbolized by the VBALL Trademark Rights. ASSIGNOR shall not use the VBALL Trademark Rights or challenge the validity of the VBALL Trademark Rights or any registration thereof, including trademark registration in foreign countries.

2. This Assignment is made pursuant to and in accordance with the terms of the asset purchase of the VBALL Domain Name by Assignee from Assignor effective January 28, 2001.

IN WITNESS WHEREOF, ASSIGNOR has executed this Assignment as of the date shown above.

  
"ASSIGNOR" Daniel Kaplan  
Director, SportsNet