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Form PTO-1594
1-31-92

RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):
B.A.S.S., INC. *5-21-01*

Individuals Association
 General Partnership - Limited Partnership
 Corporation - State: Alabama
 Other - _____

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

2. Name and address of receiving party(ies):

Name: LIVEWELL ACQUISITION (IP), LLC

Internal Address: ESPN Plaza

Street Address: Bristol, Connecticut 06010-7454

Country: United States of America

Individual(s) citizenship _____
 Association _____
 General Partnership _____
 Limited Partnership _____
 Corporation- _____
 Other - _____ a Delaware limited liability company

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

3. Nature of conveyance:

Assignment Merger
 Security Interest Change of Name
 Other _____

Execution Date: April 3, 2001

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

A. Trademark Application No.(s)
 Please see attached Schedule A

Additional numbers attached? Yes No

Trademark Registration No.(s)\

Please see attached Schedule A

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

Name: Lance R. Griffin, Esq.

Internal Address: White & Case LLP

Street Address: 1155 Avenue of the Americas

City: New York State: NY ZIP: 10036

6. Total number of applications and registration involved 62

7. Total fee (37 CFR 3.41): \$ 1565

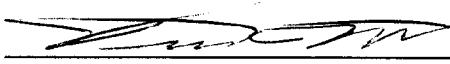
Enclosed
 Authorized to be charged to deposit account, in case of deficiency

8. Deposit account number:
(23-1705 in case of deficiency)

(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.

Vincent Martell  5/18/01
 Name of Person Signing Signature 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**

Public burden reporting for this sample cover sheet is estimated to average about 30 minutes per document to be recorded, including time for reviewing the document and gathering the data needed, and completing and reviewing the sample cover sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Office of Information Systems, PK2-1000C, Washington, D.C. 20231, and to the Office of Management and Budget, Paperwork Reduction Project (0651-0011), Washington, D.C. 20503.

B.A.S.S. U.S. Applications

Mark	App. No.	App. Date	Docket No.
B.A.S.S. & FISH DESIGN	75/373,370	10/15/1997	70185-0219
B.A.S.S. FEDERATION NATIONAL CHAMPIONSHIP	76/032,534	04/24/2000	70185-0262
B.A.S.S. OUTDOOR AMERICA	74/902,179	01/27/2000	70185-0196
B.A.S.S. OUTDOOR AMERICA & DESIGN	75/044,496	01/18/1996	70185-0199 ABANDONED
B.A.S.S. OUTDOOR AMERICA & DESIGN	75/044,497	01/18/1996	70185-0201 ABANDONED
B.A.S.S. OUTDOOR AMERICA & DESIGN	75/359,550	09/19/1997	70185-0223
BASSMASTER UNIVERSITY	76/134,168	09/25/2000	70185-0265
CLEAN WATER CRITTERS	75/279,900	04/23/1997	70185-0214
MOONLIGHT	76/129,638	09/15/2000	70185-0264

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B.A.S.S. U.S. Registrations

Mark	Reg. No.	Status	Date	Docket No.
ANGLERS FOR CLEAN WATER	1,687,418	Renewal Due	05/12/2002	70185-0019
ASSOCIATION OF B.A.S.S. PROFESSIONALS	1,604,940	Renewal Due	07/03/2010	70185-0099
ASSOCIATION OF B.A.S.S. PROFESSIONALS & DESIGN	1,610,873	Renewal Due	08/21/2010	70185-0108
B.A.S.S.	1,348,785	Renewal Due	07/09/2005	70185-0079
B.A.S.S. & DESIGN	2,153,782	Section 8 & 15 Renewal Due	04/28/2004 04/28/2008	70185-0217
B.A.S.S. & FISH DESIGN (ABOVE)	2,030,722	Section 8 & 15 Renewal Due	01/14/2003 01/14/2007	70185-0165A
B.A.S.S. & FISH DESIGN (ON)	2,025,891	Section 8 & 15 Renewal Due	12/24/2002 12/24/2006	70185-0165B
B.A.S.S. CHAPTER FEDERATION & DESIGN	1,204,131	Renewal Due	08/03/2002	70185-0085
B.A.S.S. CLASSIC & FISH DESIGN (ABOVE)	2,030,737	Section 8 & 15 Renewal Due	01/14/2003 01/14/2007	70185-0163A
B.A.S.S. CLASSIC & FISH DESIGN (ON)	2,030,738	Section 8 & 15 Renewal Due	01/14/2003 01/14/2007	70185-0163B
B.A.S.S. FISHING TECHNIQUES	2,081,551	Section 8 & 15 Renewal Due	07/22/2003 07/22/2007	70185-0206
B.A.S.S. NATIONAL FEDERATION	1,891,538	Renewal Due	04/25/2005	70185-0155
B.A.S.S. NATIONAL FEDERATION & DESIGN	1,606,072	Renewal Due	07/10/2010	70185-0093

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Reg. No.	Mark	Status	Date	Docket No.
1,790,990	D.A.S.S. ON TOUR	Renewal Due	08/31/2003	70185-0057
1,167,250	D.A.S.S. TIMES	Renewal Due	09/01/2011	70185-0084
921,761	BASS ANGLERS SPORTSMAN SOCIETY & FISHERY DESIGN	Renewal Due	10/05/2011	70185-0004
1,718,299	BASS ANGLERS SPORTSMAN SOCIETY	Renewal Due	09/22/2002	70185-0138
1,477,212	BASS ANGLERS SPORTSMAN SOCIETY	Renewal Due	02/16/2008	70185-0125
1,792,669	BASS MASTERS CLASSIC	Renewal Due	09/14/2003	70185-0137
1,986,282	BASS MASTERS CLASSIC	Section 8 & 15 Renewal Due	07/09/2002 07/09/2006	70185-0167
1,743,199	BASS MASTERS CLASSIC	Renewal Due	12/29/2002	70185-0136
1,050,964	BASS MASTERS CLASSIC	Renewal Due	10/19/2006	70185-0050
1,105,090	BASS MASTERS CLASSIC	Renewal Due	10/31/2008	70185-0110
1,579,512	BASS MASTERS CLASSIC & DESIGN	Renewal Due	01/23/2010	70185-0103
1,400,754	BASSIN' BUDDY	Renewal Due	07/08/2006	70185-0112
921,984	BASSMASTER	Renewal Due	10/12/2011	70185-0055
1,411,744	BASSMASTER	Renewal Due	09/30/2006	70185-0035
2,368,713	BASSMASTER	Section 8&15 Renewal Due	07/18/2006 07/18/2010	70185-0256
1,796,107	BASSMASTER CASTINGKIDS	Renewal Due	09/28/2003	70185-0003

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Mark	Reg. No.	Status	Date	Doclet No.
BASSMASTER-SUPERSTARS	1,829,054	Section 8 & 15 Renewal Due	05/29/2000 05/29/2004	70185-0134 ABANDONED
BASSMASTER TOP 100	1,987,999	Section 8 & 15 Renewal Due	07/23/2002 07/23/2006	70185-0189
BASSMASTER'S TOP BASS DESTINATIONS	2,160,398	Section 8 & 15 Renewal Due	05/26/2004 05/26/2008	70185-0213
BASSMASTERS	975,238	Renewal Due	12/18/2003	70185-0120
BILLY BASS	1,747,921	Renewal Due	01/19/2003	70185-0011
CAST ACROSS AMERICA	1,924,286	Section 8 & 15 Renewal Due	10/03/2001 10/03/2005	70185-0154
CASTINGKIDS	1,736,507	Renewal Due	12/01/2002	70185-0029
CLASSIC	1,537,737	Renewal Due	05/02/2009	70185-0056
CLASSIC REPORT	1,674,216	Renewal Due	02/09/2002	70185-0005
FISHING TACKLE RETAILER	1,195,988	Renewal Due	05/18/2002	70185-0075
FISHING TACKLE RETAILER	2,257,220	Section 8 & 15 Renewal Due	06/29/2005 06/29/2009	70185-0088
GO FISHING AMERICA	2,054,602	Section 8 & 15 Renewal Due	04/22/2003 04/22/2007	70185-0200
GULF COAST MASTERS INVITATIONAL	1,606,809	Renewal Due	07/17/2000	70185-0107 ABANDONED
GUNS & GEARS	2,252,210	Section 8 & 15 Renewal Due	06/08/2005 06/08/2009	70185-0246
KIDS CLASSIC	2,200,622	Section 8 & 15	10/27/2004	70185-0220

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Reg. No.	Renewal Due Status	Date	Docket No.
2,054,676	Section 6 & 15 Renewal Due	04/22/2003 04/22/2007	70185-0202
1,810,735	Renewal Due	12/14/2003	70185-0132
1,709,330	Renewal Due	08/18/2002	70185-0131
1,793,939	Renewal Due	09/21/2003	70185-0127
1,700,503	Renewal Due	07/14/2002	70185-0060
1,949,212	Section 8 & 15 Renewal Due	01/16/2002 01/16/2006	70185-0191
1,078,367	Renewal Due	11/29/2007	70185-0048
1,289,402	Renewal Due	08/07/2004	70185-0076
1,913,301	Renewal Due	08/22/2005	70185-0156
1,399,867	Renewal Due	07/01/2006	70185-0072
1,919,097	Section 8 Affidvit Renewal Due	09/12/2001 09/12/2005	70185-0153
1,847,934	Renewal Due	08/02/2004	70185-0021
1,720,941	Renewal Due	09/29/2002	70185-0020

THE

ASSIGNMENT OF TRADEMARKS

THIS ASSIGNMENT, dated April 3, 2001, from B.A.S.S., INC., an Alabama corporation (the "Company"), to LIVEWELL ACQUISITION (IP), LLC, a Delaware limited liability company, ("Newco").

WITNESSETH:

WHEREAS, the Company, Newco and certain other parties entered into an Assets Purchase Agreement dated March 16, 2001 (the "Purchase Agreement"), providing for the purchase by Newco and a related company of substantially all of the Company's assets:

NOW THEREFORE,

1. The Company, for valuable consideration, by these presents does grant, bargain, sell, convey, assign, transfer, set over and deliver unto Newco, and unto its successors and assigns forever, all of the Company's right, title and interest in and to the following:

- A. The trademark registrations, applications for registration of trademarks and application for registration of stylized logo which are described in Schedule A attached hereto and hereby made a part of this Assignment; and
- B. All rights of recovery for past infringement, if any, of such trademark registrations and applications for registration, and all the business and goodwill relating to such trademarks and logo.

The Company hereby covenants and agrees to and with Newco, its successors and assigns, so long as the Company is authorized by applicable law so to do, to execute, acknowledge and deliver all and every such further assignment and other instrument as may be necessary more fully to assure to Newco, or its successors or assigns, all of the trademark registrations and applications for trademark registration described in Schedule A, and, at Newco's expense, to obtain, execute and deliver any powers of attorney, assignments, applications (whether original, divisional or reissue)

and such other papers and instruments as may be necessary or desirable to vest fully in Newco and its successors or assigns, any right, title and interest hereby transferred and assigned or intended so to be transferred and assigned.

2. This Assignment Agreement may be executed in multiple counterparts, each of which shall be deemed an original for all purposes and all of which together shall be deemed one agreement.

3. This Assignment Agreement shall be governed by and construed in accordance with the laws of the State of New York, without giving effect to any conflicts of law principles.

4. In the event of any inconsistency between the foregoing and the Assets Purchase Agreement, the Assets Purchase Agreement shall control.

IN WITNESS WHEREOF, the Company has caused this Assignment to be duly executed on the date of the acknowledgement annexed hereto.

B.A.S.S., INC.

By: Karl L. Darr

[Corporate Seal]

Attest: _____

Karl L. Darr
Secretary

The address of B.A.S.S., Inc. is:
5845 Carmichael Road
Montgomery, Alabama 36117

Signed, sealed, executed and acknowledged by B.A.S.S., Inc., in the presence of:

Thomas O. Ball
Michael L. Darr

STATE OF ALABAMA)
)
) ss.:
COUNTY OF JEFFERSON)

On this 3rd day of April, 2001, before me, Karl L. Dabbs, the undersigned officer, personally appeared Karl L. Dabbs, who acknowledged himself to be the V.P. - Finance of B.A.S.S., Inc., an Alabama corporation and that he, as such VP- Finance, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself as V.P. Finance.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Laurel Suspe
Notary Public