


5-21-01

RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

05-30-2001

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

1. Name of conveying party(ies):
WORLD CHAMPIONSHIP FISHING, LLC

Individuals Association
 General Partnership - Limited Partnership
 Corporation - State:
 Other - a Delaware limited liability company

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

2. Name and address of receiving party(ies):
Name: WCF (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)
76/012,273
76/019,289

Additional numbers attached? Yes No

Trademark Registration No.(s)\

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

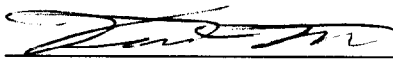
6. Total number of applications and registration involved 2

7. Total fee (37 CFR 3.41): \$ 65.00
 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).

ASSIGNMENT OF TRADEMARKS

THIS ASSIGNMENT, dated April 3, 2001, from WORLD CHAMPIONSHIP FISHING, LLC, a Delaware limited liability company (the "Company"), to WCF (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.

WORLD CHAMPIONSHIP FISHING, LLC

By: Karl Z. Datt

~~[Corporate Seal]~~

Attest: Matthew Hill

Karl Z. Datt
Secretary MEMBER

The address of World Championship Fishing, LLC is:
5845 Carmichael Road
Montgomery, Alabama 36117

Signed, sealed, executed and acknowledged by World Championship Fishing, LLC, in the presence of:

Robert T. Hill
Thomas Kohl

STATE OF ALABAMA

SS

COUNTY OF JEFFERSON

On this 3rd day of April, 2001, before me, Laurel Moore, a commissioned officer, personally appeared Ken Labbs, who acknowledged himself to be the V.P. Finance of World Championship Fishing, LLC, a Delaware limited liability company and that he, as such V.P. 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 Moore

Notary Public

SCHEDULE A

<u>Mark</u>	<u>App. No.</u>	<u>App. Date</u>	<u>Docket No.</u>
World Championship Fishing	76/012,273	03/29/2000	70185-0260
World Championship Fishing - WCF & Design	76/019,289	04/07/2000	70185-0261

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RECORDED: 05/21/2001

TRADEMARK
REEL: 002305 FRAME: 0398