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.Y U.S. DEPARTMENT OF COMMERCE
U.S. Patent and Trademark Office

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

1. Name of conveying party(ies):

Sportstrack, Inc.

- Individual(s)
- General Partnership
- Corporation-State
- 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: _____

2. Name and address of receiving party(ies)

Name: Fans Edge Incorporated

Internal

Address: _____

Street Address: 8125 North Austin

City: Morton Grove State: IL Zip: 60053

- Individual(s) citizenship _____
- Association _____
- General Partnership _____
- Limited Partnership _____
- Corporation-State _____
- 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 number(s):

A. Trademark Application No.(s) _____

B. Trademark Registration No.(s) 2,403,840

Additional number(s) attached Yes No

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

Name: Adam K. Sacharoff

Internal Address: Much Shelist

Street Address: 191 North Wacker Drive

Suite 1800

City: Chicago State: IL Zip: 60606-1615

6. Total number of applications and registrations involved: _____

1

7. Total fee (37 CFR 3.41).....\$ 40.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

134825

DO NOT USE THIS SPACE

9. Signature.

Adam K. Sacharoff

Name of Person Signing

Signature

May 24, 2004

Date

Total number of pages including cover sheet, attachments, and document: 6

Mail documents to be recorded with required cover sheet information to:
Commissioner of Patent & Trademarks, Box Assignments
Washington, D.C. 20231

TRADEMARK
REEL: 002987 FRAME: 0437


ASSIGNMENT


BY THESE PRESENTS, the undersigned Sportstrack, Inc., an Illinois corporation ("Assignor"), this 25 day of September, 2003, for and in consideration of One Dollar (\$1.00), and other good and valuable consideration the receipt of which is hereby acknowledged, has hereby sold, assigned, transferred and set over, unto Fans Edge, Incorporated, a Delaware corporation ("Assignee"), its successors, legal representatives and assigns, the entire right, title and interest in and to the following U. S. registered service mark, including the right to make claims for all accrued claims or actions therewith and the goodwill represented thereby and United States Service Mark registration as follows:

<u>Service Mark</u>	<u>Reg. Date</u>	<u>Classes</u>	<u>Reg. No.</u>
FansEdge(design)	11/14/2000	35, 38, 41 and 42	2,403,840

AND for the same consideration, Assignor hereby assigns all claims against third parties related to the subject marks, warrants that, at the time of execution and delivery of these presents, the marks, where applicable, are not abandoned, are on the principal register, there are no further marks owned or controlled by Assignor in resemblance of the listed marks and Assignor is the sole and lawful owner of the entire right, title and interest in and to said marks, and has not infringed the rights of others with the marks, and said registrations that the same are unencumbered and that the Assignor has good and full right and lawful authority to sell and convey the same in the manner herein set forth. **THE FOREGOING WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.**

AND for the same consideration, Assignor hereby covenants and agrees to and with the Assignee, its successors, legal representatives and assigns, that the Assignor will sign all papers and documents, take all lawful oaths, and do all acts necessary or required to be done for the procurement, maintenance, enforcement and defense of said mark and said application without charge to Assignor but at the cost and expense of Assignee.

Sportstrack, Inc.
Kevin Bates
By 
Position President
Date 9-25-03

Fans Edge, Incorporated
Kevin Bates
By 
Position President
Date 9-25-03