

Form PTO-1594  
(Rev. 05/03)  
OMB No. 0651-0027 (exp. 6/30/2005)

### RECORDATION FORM COVER SHEET TRADEMARKS ONLY

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

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

1. Name of conveying party(ies):

All Sport Entertainment, Inc.

- Individual(s)
- General Partnership
- Corporation-State: Arizona
- Other
- Association
- Limited Partnership

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

2. Name and address of receiving party(ies)

Name: Head2Head Sports LLC

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

Street Address: 4120 N. Goldwater Blvd. #233

City: Scottsdale state: AZ ZIP: 85251

- Individual(s) citizenship \_\_\_\_\_
- Association \_\_\_\_\_
- General Partnership \_\_\_\_\_
- Limited Partnership \_\_\_\_\_
- Corporation-State: \_\_\_\_\_
- Other : Arizona 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
- Security Agreement
- Other \_\_\_\_\_
- Merger
- Change of Name

Effective Date: 12/11/2003

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

A. Trademark Application No.(s): \_\_\_\_\_

B. Trademark Registration No.(s)

2,345,120 and 2,905,190

Additional number(s) attached  Yes  No

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

Name: Mark A. Paskar

Internal Address: Bryan Cave LLP

One Metropolitan Square

Street Address: 211 N. Broadway, Suite 3600

City: St. Louis state MO ZIP: 63102-2750

6. Total number of applications and registrations involved: 2

7. total fee (37 CFR 3.41).....\$65.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account Number: 02-4467

(also use for any additional fee or overpayment)

DO NOT USE THIS SPACE

9. Signature.

Mark A. Paskar  
Name of Person Signing

*Mark A. Paskar*  
Signature

12-15-04  
Date

Total number of pages including cover sheet, attachments, and document: 8

Mail documents to be recorded with required cover sheet information to:  
Mail Stop Assignment Recordation Services  
Director of US Patent and Trademark Office  
PO Box 1450  
Alexandria, VA 22313-1450

CH \$65.00 024467 2345120

**AGREEMENT**

This Agreement (the "Agreement"), dated as of July 20, 2004, is made by and among William Reinking, Jr. ("Reinking"), Kevin Gralen ("Gralen"), All Sport Entertainment, Inc. (the "Corporation") and Head2Head Sports LLC (the "LLC").

**Recitals**

A. Reinking and Gralen have heretofore entered into an Operating Agreement dated as of October 27, 2003 relating to the formation of the LLC (the "Operating Agreement") in accordance with the provisions of the Arizona Limited Liability Company Act.

B. The Articles of Organization for the LLC were filed with the Arizona Corporation Commission on December 11, 2003, and, in accordance with the terms of the LLC, the term of the LLC began on that date.

C. As contemplated by the Operating Agreement, Gralen contributed \$50,000 in cash to the LLC as a capital contribution and Reinking caused the Corporation to execute a Bill of Sale and Assignment and Assumption Agreement in order to contribute certain assets as a capital contribution to the LLC. The foregoing Bill of Sale and Assignment and Assumption Agreement (the "Bill of Sale") was executed on or about October 24, 2003.

D. The LLC did not conduct any business operations during the period between October 24, 2003 and December 11, 2003, and all business operations related to the businesses currently conducted by the LLC were conducted by and through the Corporation during the period beginning between October 24, 2003 and December 11, 2003.

E. The parties hereto desire to enter into this Agreement and the agreements contemplated hereby in order to make it clear that the parties agree as among themselves that the Operating Agreement, the Bill of Sale and the capital contributions to the LLC contemplated by the Operating Agreement became effective upon the formation of, and the commencement of the term of, the LLC on December 11, 2003.

**Agreements**

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth below, the parties hereto, intending to be legally bound, hereby agree as follows:

1. The Operating Agreement. The appropriate parties hereto agree to enter into the form of the Amended and Restated Operating Agreement of Head2Head Sports LLC in the form attached hereto as Exhibit A in order to better evidence their agreements relating to the formation and governance of the LLC.

2. The Bill of Sale. The appropriate parties hereto agree to enter into the form of the Bill of Sale in the form attached hereto as Exhibit B in order to better evidence their agreements relating to the contribution to the LLC of certain assets and liabilities of the Corporation.

3. Headings. The headings of sections of this Agreement are for convenience only and do not define, limit or construe the contents of same.

4. Choice of Law. This Amendment shall be governed by the laws of the State of Arizona, excluding its conflicts of laws provisions.

5. Counterparts. This Amendment may be executed in multiple counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the date and year first above written.

William Reinking, Jr.  
William Reinking, Jr.

Kevin Gralen  
Kevin Gralen

All Sport Entertainment, Inc.

By: William E. Reinking, Jr.  
Name: William E. Reinking, Jr.  
Title: President

Head2Head Sports LLC

By: Kevin J. Gralen  
Name: KEVIN J. GRALEN  
Title: MANAGING PARTNER

**Exhibit A**

**nd Restated Operating Agreement**

**Exhibit B**  
**Bill of Sale**

## Bill of Sale and Assignment and Assumption Agreement

**BILL OF SALE AND ASSIGNMENT AND ASSUMPTION AGREEMENT** (this "Agreement"), entered into on July 20, 2004, to be effective as of December 11, 2003, by and among **ALL SPORT ENTERTAINMENT, INC.**, an Arizona corporation ("Grantor"), **William E. Reinking, Jr.** ("William Reinking"), **Mary Anne Reinking** ("Mary Anne Reinking"), **Kevin Gralen** ("Gralen") and **HEAD2HEAD SPORTS LLC**, an Arizona limited liability company ("Grantee").

**FOR GOOD AND VALUABLE CONSIDERATION**, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

**1. Transfer of Assets.** Grantor does hereby convey, grant, bargain, sell, transfer, set over, assign, alien, remise, release, deliver and confirm unto Grantee, its successors and assigns forever, free and clear of all liens, security interests, claims, charges or encumbrances of any kind, the assets listed on **Schedule 1** attached hereto (collectively, the "Assets"), **TO HAVE AND TO HOLD** all of the Assets unto Grantee, its successors and assigns to their own use and behoof forever.

**2. Assignment and Assumption of Contracts.** Grantor does hereby assign to Grantee all of Grantor's rights under those certain agreements listed on **Schedule 1** attached hereto (collectively, the "Agreements") **TO HAVE AND TO HOLD** all of the Agreements unto Grantee, its successors and assigns to their own use and behoof forever, and Grantee does hereby undertake and agree to perform, on a timely basis and in accordance with the terms of the Agreements, all of Grantor's obligations under the Agreements to the extent such obligations and liabilities are applicable to and accrue and/or become payable under the Agreements with respect to periods on or after the date hereof. Grantor and Grantee hereby agree that except for the obligations of Grantor expressly assumed in the preceding sentence, the Grantee shall not assume or become liable for, and shall not be obligated to pay or satisfy any obligation, debt or liability whatsoever, contingent or otherwise, of Grantor, , including, without limitation, (i) any liability for Taxes (as hereinafter defined), including any liability for Taxes resulting from the transactions contemplated in this Agreement, (ii) any liability for notes payable or deferred compensation, (iii) any claim, liability or obligation related to environmental matters (whether as a result of the handling, storage or disposal of hazardous materials or otherwise), (iv) any liability for product liability or product warranty matters, (v) any liability for employment matters (whether in connection with or related to employee benefit matters, employment agreements, labor agreements, plans or arrangements, employment discrimination matters, worker's compensation and occupational safety and health matters, labor disputes, unfair labor practices, claims for overtime, back wages, vacation or minimum wage or otherwise) and (vi) any claim, liability or obligation arising out of circumstances or occurrences or the operations of Grantor prior to the date hereof. The obligations and liabilities of Grantor not specifically assumed by Grantee hereunder are hereinafter referred to as the "Retained Liabilities."


TRADEMARK

REEL: 002993 FRAME: 0961

**Grantor:**

**ALL SPORT ENTERTAINMENT, INC.**

By:   
Mary Anne Reinking

By:   
William E. Reinking, Jr., President

**Grantee:**

**HEAD2HEAD SPORTS LLC**

By:   
William E. Reinking, Jr., Member

By:   
Kevin Galen, Member

**Schedule 1**

Quantity	Description	Make/Model/Serial #
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Any and all assets of All Sport Entertainment, Inc. will be transferred, including but not limited to:

- Telephone System hardware and software, including T1 channel bank
- All personal computers including network server and software
- All laser printers
- Copier
- All furniture, including desks and chairs
- All other office equipment

- Head2Head.com, H2Hfootball.com domain name
- TheDraft2003.com, TheDraft2004.com, TheDraft2005.com domain names
- Any and all marketing literature
- All internet software and code and other intellectual property rights of Grantor
- All Sport Entertainment, Inc. Customer database
- All ASE and Head2Head branding

**Contracts**

Current License Agreement between All Sport Entertainment, Inc. and National Football League Players

Current Internet hosting agreement between All Sport Entertainment, Inc. and Rhino Internet Solutions

Current contract between All Sport Entertainment, Inc. and The Buffalo News