

TRADEMARK ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
6 to 4 to 3, LLC		10/07/2005	LIMITED LIABILITY COMPANY: NEW HAMPSHIRE

RECEIVING PARTY DATA

Name:	NH Triple Play, LLC
Street Address:	24 Federal Street
Internal Address:	3rd Floor
City:	Boston
State/Country:	MASSACHUSETTS
Postal Code:	02110
Entity Type:	LIMITED LIABILITY COMPANY: NEW HAMPSHIRE

PROPERTY NUMBERS Total: 4

Property Type	Number	Word Mark
Registration Number:	2925386	NEW HAMPSHIRE FISHER CATS
Registration Number:	2925387	NH
Registration Number:	2936249	NEW HAMPSHIRE FISHER CATS
Registration Number:	2979614	FISHER CATS

CORRESPONDENCE DATA

Fax Number: (617)951-8736
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 617-951-8691
 Email: jennifer.kagan@bingham.com
 Correspondent Name: Jennifer Kagan
 Address Line 1: Bingham McCutchen LLP
 Address Line 2: 150 Federal Street
 Address Line 4: Boston, MASSACHUSETTS 02110

OP \$115.00 2925386

ATTORNEY DOCKET NUMBER:	0804324/0000315359
NAME OF SUBMITTER:	Jennifer Kagan
Signature:	/jenniferkagan/
Date:	10/18/2005
Total Attachments: 4 source=FisherCats Agreement IP Assignment#page1.tif source=FisherCats Agreement IP Assignment#page2.tif source=FisherCats Agreement IP Assignment#page3.tif source=FisherCats Agreement IP Assignment#page4.tif	

INTELLECTUAL PROPERTY ASSIGNMENT

This assignment agreement ("Assignment") is entered into as of October 7, 2005, by and between 6 to 4 to 3, LLC, a New Hampshire limited liability company, having a principal address of One Line Drive, Manchester NH 03101 (hereinafter "Assignor"), and NH Triple Play, LLC, a New Hampshire limited liability company, having its principal place of business at 24 Federal Street, 3rd Floor, Boston, MA 02110 (hereinafter "Assignee").

WHEREAS, pursuant to the terms of that certain FisherCats Agreement (the "Agreement"), dated as of July 11, 2005, by and among the Assignor, DSF Sports, LLC, a Delaware limited liability company, and Drew Weber, a/k/a Andrew Weber, Assignor agreed to contribute to Assignee certain Intellectual Property Assets (as defined in the Agreement), and the Assignee agreed to assume the Assumed Liabilities (as defined in the Agreement);

WHEREAS, Assignor owns and is using the trademark and services marks identified on Schedule A annexed hereto (the "Marks"), and is the owner of the applications and registrations of such Marks in the United States Patent and Trademark Office identified on Schedule A (the "Applications and Registrations");

WHEREAS, Assignee is desirous of receiving an assignment and confirming Assignee's ownership of any and all of Assignor's right, title and interest in and to the Marks and the Applications and Registrations thereof, and including the goodwill associated with the Marks, and;

WHEREAS, Assignor desires to transfer to Assignee and confirm Assignee's ownership of any and all right, title and interest Assignor holds in and to the Marks, as well as to the Applications and Registrations thereof and such associated goodwill;

NOW, THEREFORE, in consideration of the mutual promises and undertakings contained herein, as well as other good and valuable consideration the receipt and sufficiency of which are acknowledged by the parties hereto, Assignor and Assignee hereby agree as follows:

1. Assignor represents and warrants that, as of the date hereof, it is the record owner of the Applications and Registrations.

2. Assignor represents and warrants that, as of the date hereof, no security interest is outstanding in favor of any third party with respect to any of its rights in the Marks or the Applications or Registrations.

3. Assignor agrees to cooperate with Assignee in providing any documentation or assistance that Assignee may reasonably request in securing and perfecting the rights transferred pursuant to this Assignment.

4. Assignor does hereby assign and transfer to Assignee, its successors and assigns, and confirms Assignee's record ownership of, as of the date hereof, all of the right, title, and interest held by Assignor in and to the Marks (including but not limited to any common law rights possessed in the Marks) and the Applications and Registrations thereof, and including the goodwill associated with the Marks.

5. Assignor further assigns and transfers to Assignee and confirms Assignee's ownership of, as of the date hereof, all rights of Assignor to damages or profits, due or accrued, arising out of past infringement of the Marks or damage or injury to the Marks or the goodwill associated therewith.

6. This Assignment is binding upon the parties hereto, as well as their respective successors, assigns, affiliates, officers, and owners, and all those acting in concert or in privity with the foregoing.

7. Each party represents and warrants to the other that the individual signing below on its behalf has done so with full authority to bind such respective limited liability company party.

8. This Intellectual Property Assignment shall be deemed effective as of the date first set forth above.

**ASSIGNOR
6 to 4 to 3, LLC**

Date: October 7, 2005

By: *Drew Haber*
Name:
Title:

**ASSIGNEE
NH Triple Play, LLC**

Date: October 7, 2005

By: *Arthur Solomon*
Name: *Arthur Solomon*
Title: *managing Partner*

Schedule A
Trademarks

Trademark	Registration No.	Registration Date
NEW HAMPSHIRE FISHER CATS (and Design)	2,925,386	February 8, 2005
NH (and Design)	2,925,387	February 8, 2005
NEW HAMPSHIRE FISHER CATS (and Design)	2,936,249	March 29, 2005
FISHER CATS	2,979,614	July 29, 2005