

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Charles D. Lewis		12/02/2005	INDIVIDUAL: UNITED STATES
RECEIVING PARTY DATA			
Name:	Tapout, Inc.		
Street Address:	21800 Barton Road		
Internal Address:	Suite		
City:	Grand Terrace		
State/Country:	CALIFORNIA		
Postal Code:	92313		
Entity Type:	CORPORATION: CALIFORNIA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2346533	TAPOUT	
CORRESPONDENCE DATA			
Fax Number:	(202)682-3580		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	2026823500		
Email:	jrynkiewicz@kayescholer.com		
Correspondent Name:	John P. Rynkiewicz		
Address Line 1:	901 Fifteenth Street, N.W.		
Address Line 2:	Suite 1100		
Address Line 4:	Washington, DISTRICT OF COLUMBIA 20005		
ATTORNEY DOCKET NUMBER:	60659-0001		
NAME OF SUBMITTER:	John P. Rynkiewicz		
Signature:	/john p rynkiewicz/		

CH \$40.00 2346533

Date:

12/09/2005

Total Attachments: 2

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TRADEMARK ASSIGNMENT

WHEREAS, Charles D. Lewis, a United States citizen, with an address of 12223 Highland Avenue, #611, Rancho Cucamonga, California 91739 ("Assignor"), is the owner of United States trademark registration No. 2346533;

WHEREAS, Tapout, Inc., a California corporation with an address of 21800 Barton Road, Suite 105, Grand Terrace, California 92313 ("Assignee"), is acquiring from Assignor this trademark and registration;

NOW, THEREFORE, in exchange for good and valuable consideration, the receipt of which is hereby acknowledged, Assignor hereby transfers and assigns to Assignee all of Assignor's rights, title and interest in and to the trademark and registration, together with the goodwill of the business associated with this trademark and registration.

The rights transferred by this assignment include the right to bring all legal actions related to the trademark and registration, including actions for any infringement of these, no matter whether the infringement occurred before or after the assignment, and the right to recover damages for such infringement.

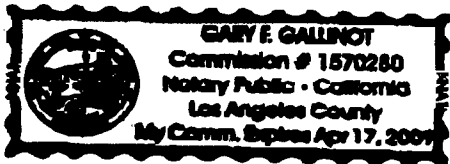
IN WITNESS WHEREOF, the Assignor has executed this instrument on this 2nd day of ~~November~~ DECEMBER, 2005.

CHARLES D. LEWIS

By [Signature]
Name Charles D. Lewis

Sworn and subscribed before me this 2 day of ~~November~~ December, 2005.

[Signature]
Notary Public



My commission expires:

APRIL 17, 2009

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CALIFORNIA JURAT WITH AFFIANT STATEMENT

State of California

County of LOS ANGELES } ss.

- See Attached Document (Notary to cross out lines 1-6 below)
- See Statement Below (Lines 1-5 to be completed only by document signer(s), *not* Notary)

1 _____

2 _____

3 _____

4 _____

5 _____

6 _____

Signature of Document Signer No. 1 _____

Signature of Document Signer No. 2 (if any) _____

Subscribed and sworn to (or affirmed) before me on this

2 day of Dec. 2005 by

Date Month Year

(1) CHARLES DAVID LAMM, JR.

Name of Signer

- Personally known to me
- Proved to me on the basis of satisfactory evidence to be the person who appeared before me (.) (,)

(and)

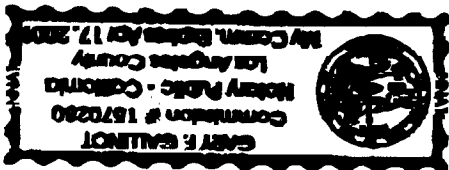
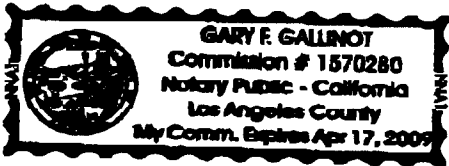
(2) _____

Name of Signer

- Personally known to me
- Proved to me on the basis of satisfactory evidence to be the person who appeared before me.)

Gary F. Gallinot

Signature of Notary Public



Place Notary Seal Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on this document and could prevent fraudulent removal and reattachment of this form to another document.

Further Description of Any Attached Document

Title or Type of Document: TRADEMARK ASSIGNMENT

Document Date: Dec. 2, 2005 Number of Pages: 1

Signer(s) Other Than Named Above: N/A

