

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
ABC Sports, Inc.		10/28/2005	CORPORATION: NEW YORK
RECEIVING PARTY DATA			
Name:	National Football League		
Street Address:	280 Park Avenue		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10017		
Entity Type:	UNINC. ASSOCIATION: NEW YORK		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	1042511	MONDAY NIGHT FOOTBALL	
Registration Number:	2004311	MONDAY NIGHT FOOTBALL	
CORRESPONDENCE DATA			
Fax Number:	(212)697-7463		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	2124502000		
Email:	trademarkmatters@nfl.com		
Correspondent Name:	Paula M. Guibault - NFL Properties LLC		
Address Line 1:	280 Park Avenue		
Address Line 4:	New York, NEW YORK 10017		
ATTORNEY DOCKET NUMBER:	MNF ASSIGNMENT - 2 MARKS		
NAME OF SUBMITTER:	Paula M. Guibault		
Signature:	/paula m. guibault/		
Date:	06/15/2006		

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Total Attachments: 4

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TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT (this "Assignment") is made and dated as of October 28, 2005 (the "Effective Date"), by ABC Sports, Inc. ("ABC Sports"), a New York corporation, with a business address at 47 West 66th Street, New York, NY 10023, and American Broadcasting Companies, Inc. ("ABC"), a Delaware corporation, with a business address at 47 West 66th Street, New York, NY 10023 (ABC Sports and ABC hereinafter referred to collectively as the "Assignors"), to National Football League, an unincorporated not-for-profit association, with a business address at 280 Park Avenue, New York, NY 10017 ("League").

WHEREAS, Assignors own the "Monday Night Football" trademark and the registrations relating thereto identified and set forth on Schedule A attached hereto (the foregoing collectively referred to herein as the "Trademarks");

WHEREAS, League desires to acquire from Assignors, and Assignors agree to transfer and assign to League, all of Assignors' right, title and interest in and to the Trademarks worldwide, together with the goodwill of the business connected with the use of and symbolized by the Trademarks;

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignors, intending to be legally bound, covenant and agree as follows.

1. Assignment. Assignors hereby transfer and assign to League, as fully and entirely as the same would have been held and enjoyed by Assignors if this transfer and assignment had not been made, and League hereby accepts the transfer and assignment of, (i) all of Assignors' rights, title, and interest in and to the Trademarks (including any copyright in any logo or design element associated therewith) worldwide, together with the goodwill of the business connected with the use of and symbolized by the Trademarks, to be held and enjoyed by League for its own use and benefit and for the use and benefit of its successors and assigns, and (ii) all rights of Assignors to bring an action, whether at law or in equity, against any third party for infringement or other misuse of any of the Trademarks, including the right to bring an action for past, present and future infringement, dilution, unfair competition, or other misappropriation or misuse, and all rights to recover damages, profits, attorneys' fees, and injunctive relief for infringement, dilution, unfair competition, or other misappropriation or misuse. All of the rights transferred in this paragraph are referred to herein as the "Trademark Rights." The Trademark Rights specifically do not include the "abc bullet" or any other name, mark or logo of either Assignor which may be incorporated into the Trademarks and such Assignor trademarks shall remain the sole and exclusive property of Assignors and are not assigned hereunder either on their own or as part of the Trademarks.

2. Further Actions. Assignors hereby consent and agree to any lawful action taken by League in connection with the enforcement of, or the legal protection of, the Trademark Rights, and confers upon League full right of substitution in any and all such actions. Assignors further covenant and agree, at the request of League, to furnish such information, to execute and

deliver any further documents and to take all further actions as League may reasonable require (including executing and delivering such documents for the withdrawal, amendment or cancellation at the end of the term of the ABC Television Agreement (as such term is defined in Paragraph 4 hereof) of any of Assignors' existing registrations or applications for trademark protection of marks that include or incorporate any of the Trademarks or any colorable imitation thereof or any mark that is confusingly similar to any of the Trademarks (including, without limitation, any registrations or applications for the "ABC's Monday Night Football" trademark)) to enable League to become the registered owner of the Trademarks and to secure the benefits of the rights hereby assigned, all at League's sole cost and expense.

3. Representation. Assignors hereby represent and warrant that the information set forth in Schedule A is accurate and complete and that neither they nor, to their knowledge, any entity controlled by, controlling or under common control with either Assignor own any other trademark applications or registrations for the "Monday Night Football" trademark other than those identified on Schedule A (and other than registrations for the "ABC's Monday Night Football" trademark). To the extent any such applications or registrations are determined to exist following the date hereof (other than registrations for the "ABC's Monday Night Football" trademark), Assignors shall cause them to be assigned promptly to League.

4. ABC Television Agreement. This Assignment shall be without prejudice to League's and ABC's rights and obligations under the terms of the Television Contract Principles between League and ABC granting NFL game broadcast rights to ABC with respect to the NFL season commencing in 1998 through the NFL season commencing in 2005 ("ABC Television Agreement"), and, in particular, nothing in this Agreement shall be deemed to limit or modify the terms of the exclusive and royalty-free license to ABC to use the Trademarks during the term of the ABC Television Agreement or ABC's right to retain all revenue from ancillary licensing business ventures permitted by the ABC Television Agreement or the right for ABC's sponsors to use the Trademarks, in each case as expressly permitted by and set forth in the ABC Television Agreement.

5. Trademark Files. Assignors shall deliver to League, in a reasonably prompt manner, and instruct Assignors' trademark counsel to deliver to League in a reasonably prompt manner (and in any event no later than November 30, 2005) the original files of Assignors or Assignors' trademark counsel relating specifically to the Trademarks, including without limitation, to the extent held by Assignors or Assignors' counsel, documents reflecting first use of any of the Trademarks, representative specimens showing current use of each of the Trademarks and any documents relating to the validity or enforceability of any of the Trademarks. Assignors shall not be deemed to be in breach of the delivery covenant set forth in the previous sentence if Assignors or Assignors' counsel fail to deliver any documents on or prior to November 30, 2005 as a result of such documents being missing, provided that Assignor and Assignors' counsel use reasonable efforts to find such documents and, if the documents are found, promptly deliver such documents to League. Assignors also shall promptly forward, or instruct Assignors' trademark counsel to forward, to League any correspondence or other communication relating to the Trademarks that Assignors or any counsel employed by Assignors may hereafter receive from the United States Patent and Trademark Office or from any other trademark office anywhere in the world in connection with the Trademarks.

6. Applicable Law. This Assignment shall be governed by and construed in accordance with the laws of the state of New York without regard to conflicts of laws.

7. Counterparts. This Assignment may be executed in any number of counterparts, and each such counterpart hereof shall be deemed to be an original instrument, but all such counterparts together shall constitute but one agreement.

IN WITNESS WHEREOF, each of the parties have caused this Assignment to be duly executed and delivered as of the day and year first above written.

ABC Sports, Inc.

By: T. Scott Fain
Name: T. Scott Fain
Title: Vice President

American Broadcasting Companies, Inc.

By: T. Scott Fain
Name: T. Scott Fain
Title: Vice President

Schedule A

<u>Country</u>	<u>Mark</u>	<u>Owner</u>	<u>Appl./Reg. No.</u>
USA	MONDAY NIGHT FOOTBALL	ABC Sports	1,042,511
USA	MONDAY NIGHT FOOTBALL	ABC Sports	2,004,311
Canada	MONDAY NIGHT FOOTBALL	ABC	TMA564951