

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
Outdoor Life Network, L.L.C.		03/07/2006	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	The Tennis Channel, Inc.		
Street Address:	2850 Ocean Park Blvd.		
City:	Santa Monica		
State/Country:	CALIFORNIA		
Postal Code:	90405		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2957703	BRAGGING RIGHTS	
CORRESPONDENCE DATA			
Fax Number:	(310)943-6925		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	310-567-6428		
Email:	matt@mattkrimmer.com		
Correspondent Name:	Matthew Krimmer, Esq.		
Address Line 1:	604 Marlin Lane		
Address Line 4:	Carlsbad, CALIFORNIA 92011		
ATTORNEY DOCKET NUMBER:	BRGRHTSASGN		
NAME OF SUBMITTER:	Matthew Krimmer		
Signature:	/Matthew Krimmer/		
Date:	06/21/2006		

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Total Attachments: 8

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Trademark Purchase Agreement

This agreement, ("Agreement") made and effective as of January 23, 2006 by and between The Tennis Channel, Inc. a Delaware Corporation having a principal place of business at 2850 Ocean Park Boulevard, Suite 150, Santa Monica, CA 90405 ("Buyer"), and Outdoor Life Network, L.L.C, a Delaware Limited Liability Company having a principal place of business at 281 Tresser Boulevard, Two Stamford Plaza, Stamford, Connecticut 06901-3267 ("Seller").

WHEREAS, Seller adopted, owns and has used the Mark "Bragging Rights" in connection with the marketing and sale of the goods and/or services set forth in Appendix A attached hereto ("the Mark");

WHEREAS, Buyer wishes to acquire Seller's rights to the Mark and the goodwill symbolized thereby and associated therewith; and

WHEREAS, Seller is willing to assign to Buyer its rights in and to the Mark, along with the goodwill symbolized thereby and associated therewith on the terms and conditions hereinafter provided;

NOW, THEREFORE, in consideration of the foregoing and the mutual promises hereinafter set forth, the parties agree as follows:

(1) Upon or promptly after execution of this Agreement by both parties, Seller shall deliver to Buyer:

(a) an executed Trademark Assignment, in the form attached hereto as Appendix B, assigning to Buyer, Seller's entire right, title, and interest in and to the Mark along with the goodwill symbolized by the Mark, along with any application for or registration of the Mark;

(b) Seller's obligations under paragraph 4 shall continue for the term of this Agreement based on Buyer's good faith and reasonable requests for such assistance;

(c) Seller's Application or Registration file(s), relating to the filed application and registered and owned federal trademark Registration for the Mark, including at least one registration specimen provided to the United States Patent Office or to any Secretary of State in support of registration of the Mark for the goods and services named in the Application.

(2) Upon execution of this Agreement by both parties, Buyer shall deliver to Seller the sum of Seventy-Five Hundred Dollars (\$7,500.00) in full payment and consideration for this assignment and Seller's other deliveries and undertakings as herein provided; and the license attached hereto as Appendix C regarding the license-back to Seller of certain rights in and to the Mark.

(3) Seller hereby warrants as follows:

(a) Seller is the owner of the Mark as applied to the goods and services listed in Appendix A and has the right to enter into this Agreement and the attached assignment; Seller does not know of any prior use of the Mark or any third party claim of any prior use of the Mark or any confusingly similar mark on or in connection with the same or similar goods or services; and there are no challenges to Seller's ownership of the Mark or its right to assign the Mark and the associated goodwill to Buyer;

(b) Seller has not abandoned use of the Mark, and, directly or through its predecessor in interest or licensee(s), Seller has continuously used the Mark since its adoption in connection with the goods and services listed in Appendix A in interstate and/or commerce from a foreign country or, as indicated in Appendix A, in intrastate commerce;

(c) Seller owns a Registration for the Mark on the Principal Register in the United States Patent and Trademark Office for the goods and/or services substantially as set forth in Appendix A, Registration No. 2,957,703;

(d) Seller has not registered and has no pending application for registration of the Mark in any other country or state.

(4) If at some time in the future Buyer, in good faith, needs assistance from Seller regarding Buyer's protection of its rights in the Mark, Seller agrees to furnish to Buyer any non-confidential written documentation substantiating Seller's above-mentioned warranties of use and ownership of the Mark.

(5) Seller agrees to cooperate with and assist Buyer in Buyer's obtaining, enforcing and defending its rights in the Mark pursuant to this purchase agreement, including, without limitation, Buyer's protection of the Application and any new or modified applications to register the Mark in the United States Patent and Trademark Office or in any state for goods and services the same as or similar to those listed in Appendix A or those contained in the Application. Seller's actual and reasonable out-of-pocket expenses so incurred at Buyer's request shall be reimbursed by Buyer promptly upon receipt of Seller's itemized invoices therefore.

(6) Buyer agrees to grant to Seller a license permitting Seller to use the Mark on or in connection with the goods and/or services identified in such license in the manner and for the time therein specified in the form attached hereto as Appendix C.

(7) Except with the prior written authorization of Buyer, Seller shall not adopt or use any mark or name which is the same or confusingly similar to the Mark, or which tends to dilute its distinctiveness.

(8) This Agreement represents the entire agreement of the parties, shall be governed by the laws of the state of California and shall be binding upon the parties, their successors and assigns.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed, in duplicate counterparts, by their duly authorized representatives as of the day and year first above written.

AGREED AND ACCEPTED:

OUTDOOR LIFE NETWORK, L.L.C

By: 


Name: Marc Fein

Title: SVP Programming & Production

Date: 2/27/06

AGREED AND ACCEPTED:

THE TENNIS CHANNEL

By: 

Name: BRUCE RIDER

Title: Exec VP Program / Marketing

Date: 3/2/06

Appendix A

Goods and/or Services Offered and Sold Under the Mark:

International class 41: Ongoing Television Series in the Field of Sports. Currently Seller owns a total of ten (10) episodes of a program entitled "Bragging Rights". The aforementioned series was first used in commerce on September 28, 2003.
Registration No. 2,957,703

end

Appendix B

Trademark Assignment

WHEREAS, Outdoor Life Network, L.L.C., a Delaware Limited Liability Company, with its principal place of business at 281 Tresser Boulevard, Two Stamford Plaza, Stamford, Connecticut 06901-3267 ("Assignor"), has adopted, owns and is using the Mark "Bragging Rights" ("the Mark") in connection with the following goods and/or services: Goods and/or Services Offered and Sold Under the Mark:
International class 41: Ongoing Television Series in the Field of Sports. Currently Seller owns a total of ten (10) episodes of a program entitled "Bragging Rights". The aforementioned series was first used in commerce on September 28, 2003. Registration No. 2,957,703; and

WHEREAS, Assignor owns a federal registration for the Mark on the Principal Register of the United States Patent and Trademark Office in connection with the goods and/or services identified therein, Registration No. 2,957,703, registered on May 31, 2005; and

WHEREAS, The Tennis Channel, Inc. a Delaware Corporation having a principal place of business at 2850 Ocean Park Boulevard, Suite 150, Santa Monica, CA 90405 ("Assignee"), desires to acquire the Mark and the above-referenced Registration;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor hereby sells, assigns and transfers to Assignee all right, title and interest in and to the Mark, together with the goodwill symbolized by the Mark, and the registration thereof.

Outdoor Life Network, L.L.C.


By: 

Name: Marc Fein

Title: SVP Programming & Production

Dated effective as of: January 23, 2006

SUBSCRIBED and SWORN to before me this 27th of February,
2006


Lesley Ann Capp
Notary Public

My Commission Expires: 3/31/07

Appendix C

Trademark License

THIS AGREEMENT, made and effective as of January 23, 2006, by and between The Tennis Channel, Inc., a Delaware Corporation, with a principal place of business at 2850 Ocean Park Boulevard, Suite 150, Santa Monica, CA 90405 (hereinafter "Licensor"); and Outdoor Life Network, L.L.C., a Delaware Limited Liability Co., with a principal place of business at 281 Tresser Boulevard, Two Stamford Plaza, Stamford, Connecticut 06901-3267 (hereinafter "Licensee").

WHEREAS, Licensee heretofore has used the Mark "Bragging Rights" on and in connection with Goods and/or Services Offered and Sold Under the Mark: International class 41: Ongoing Television Series in the Field of Sports. Currently Seller owns a total of ten (10) episodes of a program entitled "Bragging Rights". The aforementioned series was first used in commerce on September 28, 2003. Registration No. 2,957,703 ("the Mark");

WHEREAS, Licensor has received from Licensee an assignment of the Mark "Bragging Rights" and the goodwill symbolized thereby; and

WHEREAS, Licensee wishes to continue using the Mark with respect to the business conducted by Licensee with such goods, and Licensor is willing to permit such use of the Mark by Licensee on the terms and conditions hereinafter set forth;

NOW, THEREFORE, in consideration of the foregoing and the mutual promises hereinafter provided, and intending to be legally bound, the parties hereby agree as follows:

1. GRANT:

Subject to the terms and conditions of this Agreement, Licensor hereby grants to Licensee, and Licensee hereby accepts from Licensor, a non-exclusive, in-perpetuity, license in all-media to use the Mark on and in connection with Licensee's marketing, leasing, sale distribution and exhibition of the ten (10) episodes of a program entitled "Bragging Rights" ("Series") (existing as of January 23, 2006). For purposes of clarification of the foregoing, Licensee agrees not to produce any new episodes of the Series or to create or produce any new materials related to the Series other than materials directly related to the advertising/marketing of the ten (10) existing episodes of the Series (existing as of January 23, 2006).

3. OWNERSHIP:

(a) Licensee acknowledges that the Mark and all rights therein and the goodwill associated therewith throughout the Territory belong to Licensor. Licensee is a "related company" within the meaning of 15 U.S.C. § 1127 and Licensee's use of the Mark

pursuant to this Agreement inures to the benefit of Licensor, and nothing in this Agreement conveys to Licensee any right, title or interest in or to the marks other than the right to use the Mark in accordance with the provisions of this Agreement.

(b) Licensee agrees that it will not challenge or attack Licensor's rights to the Mark or the validity of this Agreement, will not take or fail to take any action which, by the taking or failure to take such action, has a result of impairing such rights of Licensor, will not use the Mark on goods or services other than directly related to Series as set forth herein and will not do anything else inconsistent with the rights of Licensor. Licensor agrees that it will not challenge or attack Licensee's licensed rights to the Mark hereunder or the validity of this license Agreement, will not take or fail to take any action which, by the taking or failure to take such action, has a result of impairing such rights of Licensee, provided that Licensee will not use the Mark on goods or services other than directly related to Series as set forth herein and will not do anything else inconsistent with the rights of Licensor.

4. QUALITY STANDARDS AND MAINTENANCE; PROMOTION:

(a) Licensee agrees that the nature and quality of all goods and services rendered by Licensee in connection with the Mark shall conform to standards prescribed by Licensor, and that Licensee will not depart from such prescribed standards without Licensor's advance written permission.

(b) Licensee is herewith providing to Licensor specimens of Licensee's use of the Mark, including without limitation thereto, a copy of the Series.

(c) Licensee agrees to use the Mark only in the form and manner, and with appropriate legends, as prescribed by Licensor from time to time. Buyer hereby acknowledges that Seller's use, and ongoing use of the existing programming created by Seller entitled "Bragging Rights" is and will continue in perpetuity to be deemed an approved and acceptable use by Buyer.

5. RESPONSIBILITY, RELATIONSHIP AND INDEMNITY:

Each party understands and agrees that:

(a) Licensee is an independent contractor, responsible for the supply of all goods and services to its customers and for development of all associated materials and information other than the quality standards prescribed by Licensor, and Licensee shall have no power or right to make any commitment binding or obligating Licensor in any manner. Nothing herein shall be construed as placing the parties in an agency, partnership or joint venture relationship, and Licensee shall not represent itself as having any such relationship with Licensor or that Licensee is in any other way associated with Licensor except as a licensee under this Agreement. Nothing herein shall be deemed to constitute a marketing plan with respect to the products.

(b) Licensee shall indemnify and hold Licensor harmless from and against all claims and liabilities arising from Licensee's sale or leasing of goods or its rendering of services under the Mark. Licensor shall indemnify and hold Licensee harmless from and against all claims and liabilities arising from Licensor's sale or leasing of goods or its rendering of services under the Mark.

6. INFRINGEMENT:

Licensee agrees to promptly notify Licensor of (a) any unauthorized use of the Mark by third parties, and (b) any infringement or similar third party claims based on Licensee's use of the Mark, as soon as any such use or claim may come to Licensee's attention. Licensor shall have the sole right and discretion to take action to obtain relief from such unauthorized use or claim, and, at the request and expense of Licensor, Licensee agrees that it will cooperate with Licensor in any enforcement or defense action or effort which Licensor may take to protect or to defend its rights in the Mark and/or Licensee's right to use the Mark under this Agreement.

7. TERM; RIGHTS AND OBLIGATIONS ON TERMINATION:

This Agreement shall be effective as of the date first above written and, unless sooner terminated or extended as hereinafter provided, shall continue in perpetuity.

8. INTERPRETATION OF AGREEMENT: This Agreement shall be interpreted in accordance with the laws of the state of California.

9. COMMUNICATIONS: All notices and other communications from one party to the other shall be addressed to the parties at the addresses given above.

10. ENTIRE AGREEMENT: This Agreement contains the entire agreement between the parties relating to the subject matter hereof, and all prior proposals, discussions or writings are superseded hereby. The terms of this License shall be binding upon and shall inure to the benefit of the parties and their successors, heirs, and assigns.

IN WITNESS WHEREOF, the parties have caused this instrument to be duly executed in duplicate counterparts as of the day and year first written above.

AGREED AND ACCEPTED:

OUTDOOR LIFE NETWORK, L.L.C

By: [Signature]

Name: Marc Fein

Title: SVP Programming & Production

Date: 2/27/06

AGREED AND ACCEPTED:

THE TENNIS CHANNEL

By: [Signature]

Name: BRUCE RIVER

Title: Spec VP Program Marketing

Date: 3/7/06