# 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
Host Communications, Inc.		08/03/2006	CORPORATION: KENTUCKY

#### **RECEIVING PARTY DATA**

Name:	RCM Entertainment, L.P.	
Composed Of:	COMPOSED OF Cogen Technologies, Inc., its General Partner	
Doing Business As:	DBA Lone Star Sports & Entertainment	
Street Address:	Two Reliant Park	
City:	Houston	
State/Country:	TEXAS	
Postal Code:	77054-2080	
Entity Type:	LIMITED PARTNERSHIP: DELAWARE	

## PROPERTY NUMBERS Total: 2

Property Type	Number	Word Mark
Registration Number:	2092094	TEXAS BOWL
Registration Number:	2160800	TEXAS BOWL

### CORRESPONDENCE DATA

Fax Number: (713)650-2400

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 713-650-2778

Email: hehrlich@winstead.com

Correspondent Name: Henry L. Ehrlich Address Line 1: P.O. Box 50784

Address Line 4: Dallas, TEXAS 75201

ATTORNEY DOCKET NUMBER: 18730-G99999

NAME OF SUBMITTER: Henry L. Ehrlich

TRADEMARK
REEL: 003376 FRAME: 0119

900056373

Signature:	/hle1093/
Date:	08/23/2006
Total Attachments: 3 source=Assignment from Host#page1.tif source=Assignment from Host#page2.tif source=Assignment from Host#page3.tif	

# TRADEMARK ASSIGNMENT

This Trademark Assignment (the "<u>Assignment</u>"), dated as of August 3, 2006, is made by and between Host Communications, Inc., a Kentucky corporation ("<u>Assignor</u>"), having an address of 546 East Main Street, Lexington KY 40508 and RCM Entertainment, L.P., d/b/a Lone Star Sports & Entertainment, a Delaware corporation ("<u>Assignee</u>"), having a business address of Reliant Stadium, Two Reliant Park, Houston, TX 77054.

WHEREAS, Assignor owns all right, title and interest to certain Trademarks (each a "Trademark" and collectively, "Trademarks"), all of which are identified in Schedule "A" attached hereto; and

WHEREAS, Assignor owns all right, title and interest to the domain name "TexasBowl.com" ("Domain Name"); and

WHEREAS, Assignee is desirous of acquiring the worldwide right, title and interest in and to the Trademarks and the Domain Name;

NOW THEREFORE, in consideration of one dollar (\$1) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor agrees and covenants as follows:

- 1. Assignor hereby sells, assigns, conveys and transfers to Assignee, and Assignee accepts as of the date of this Assignment, all right, title and interest in and to the Trademarks, together with the goodwill of the business symbolized by the Trademarks, including the right to apply for and receive registrations of the Trademarks throughout the United States and in all other countries of the world, and the right to sue and recover damages for past, present and future infringements.
- 2. Assignor hereby sells, assigns, conveys and transfers to Assignee, and Assignee accepts as of the date of this Assignment, all right, title and interest in and to the Domain Name.
- 3. Assignor represents and warrants that it is the sole and true owner of each of the Trademarks and has not assigned, conveyed, transferred or granted to any third party any interest in, or otherwise encumbered in any manner, either Trademark; that, to the best of its knowledge, no third party owns, or is entitled to, any right or interest in either Trademark that would preclude, conflict with or encumber this Assignment; and that it hereby consents to this Assignment.
- 4. Assignor represents and warrants that it is the sole and true owner of the Domain Name and has not assigned, conveyed, transferred or granted to any third party any interest in, or otherwise encumbered in any manner, the Domain Name; that, to the best of its knowledge, no third party owns, or is entitled to, any right or interest in the Domain Name that would preclude, conflict with or encumber this Assignment; and that it hereby consents to this Assignment.

- 5. Assignor agrees, at the request of Assignee and at Assignee's expense, to execute and deliver such other and further documents and legal instruments, and do all other things reasonably necessary to perfect in Assignee, its assigns, successors and legal representatives, all right, title and interest in and to the Trademark and the Domain Name hereby conveyed and transferred, throughout the world, including without limitation executing and delivering any and all powers of attorney, applications, assignments, declarations and affidavits.
- 6. This Assignment and the covenants herein are made for the benefit of the Assignee and its successors and assigns and may be transferred without the consent or Assignor.
- 7. Assignee agrees that if Assignee ceases to use the word mark "Texas Bowl" or abandons the intention to use the word "Texas Bowl" in commerce, specifically in connection with goods or services associated with the hosting, marketing, advertising or production of an end-of-the-season collegiate bowl game, Assignee will assign the Trademarks and Domain Name back to Assignor.
- 8. Assignor acknowledges and agrees that Assignee is under no obligation to use the Trademarks in commerce and that Assignee does not represent that it will use the Trademarks in commerce.

IN WITNESS WHEREOF, the parties have caused this Assignment to be executed as of the date first above written.

Assignor:

HOST COMMUNICATIONS, INC.

By: Moman D. Stelly

Name: THOMAS J. STULTZ

Title: President & CEO

Assignee:

RCM ENTERTAINMENT, L.P., d/b/a Lone Sports & Entertainment	Sta
By: Cogen Technologies, Inc., its General Partn	er
By:	<b>c</b> .
Name: James C. Rootes	•
Title: LSSE President	

# **SCHEDULE A**

# **U.S. REGISTRATIONS**

<u>MARK</u>	REGISTRATION. NO.	REG. DATE
TEXAS BOWL Design	2,092,094	08/26/1997
TEVAS BOWI Design	2 160 800	05/26/1998

Houston\_1\865644\1 18730-G99999 7/27/2006 RECORDED: 08/23/2006