

**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
The Trustees of the Muhammad Ali Family Trust		06/12/2006	TRUST: MICHIGAN

**RECEIVING PARTY DATA**

Name:	G.O.A.T. LLC
Street Address:	P.O. Box 160
City:	Berrien Springs
State/Country:	MICHIGAN
Postal Code:	49103
Entity Type:	LIMITED LIABILITY COMPANY: CALIFORNIA

**PROPERTY NUMBERS Total: 9**

Property Type	Number	Word Mark
Serial Number:	76258346	THRILLA IN MANILA
Serial Number:	78513474	FLOAT LIKE A BUTTERFLY STING LIKE A BEE
Serial Number:	78656472	RUMBLE IN THE JUNGLE
Serial Number:	78765079	GOAT
Serial Number:	78765121	G.O.A.T.
Registration Number:	2683909	ALI
Registration Number:	2736931	MUHAMMAD ALI
Registration Number:	2775910	GREATEST OF ALL TIME
Registration Number:	2845065	ALI

**CORRESPONDENCE DATA**

Fax Number: (312)803-2209  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
 Phone: 312-464-3100

CH \$240.00 76258346

Email: chicagopto@loeb.com, aocasio@loeb.com  
Correspondent Name: Douglas N. Masters - LOEB & LOEB LLP  
Address Line 1: 321 N. Clark St., Suite 2300  
Address Line 4: Chicago, ILLINOIS 60610

ATTORNEY DOCKET NUMBER:	209754-10001
NAME OF SUBMITTER:	Douglas N. Masters
Signature:	/Douglas N. Masters/
Date:	07/11/2007

**Total Attachments: 28**

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**AMENDED AND RESTATED  
TRADEMARK AND DOMAIN NAME ASSIGNMENT**

This AMENDED AND RESTATED TRADEMARK AND DOMAIN NAME ASSIGNMENT (this "Assignment") is dated this 12th day of June 2006 and effective as of April 10, 2006, by and between G.O.A.T. LLC, a California limited liability company (the "Assignee"), and Muhammad Ali and Yolanda E. Ali, as the trustees of the Muhammad Ali Family Trust, a grantor trust dated as of October 22, 2002 (the "Assignor").

WITNESSETH:

WHEREAS, Muhammad Ali and Yolanda E. Ali, individually, the Assignor and G.O.A.T., Inc., a Virginia corporation, on the one hand, and CKX, Inc., a Delaware corporation, GOAT Acquisition, Inc., a Delaware corporation (the "Acquisition Co."), and G.O.A.T. LLC, a Delaware limited liability company and the predecessor of the Assignee (the "Predecessor LLC"), on the other hand, have entered into that certain Letter Agreement, dated April 10, 2006;

WHEREAS, Muhammad Ali and Yolanda E. Ali, individually, the Assignor and G.O.A.T., Inc., on the one hand, and CKX, Inc., the Acquisition Co., the Predecessor LLC and the Assignee, on the other hand, have entered into an Amendment to the Letter Agreement, dated May 12, 2006 (together with Letter Agreement and as the same may be further amended, modified and/or supplemented from time to time, the "Purchase Agreement");

WHEREAS, pursuant to the Purchase Agreement, the Assignor assigned, transferred, conveyed and delivered to the Predecessor LLC, and the Predecessor LLC acquired from the Assignor, all of the rights, title and interest of the Assignor in, to and under (a) certain United States and foreign trademarks and service marks, including those which are the subject of registrations and applications for registration, which are listed on Schedule A attached hereto and incorporated herein by reference (collectively, the "Trademarks"), (b) Internet domain name registrations listed on Schedule B attached hereto and incorporated herein by reference (the "Domain Names"), and (c) the goodwill symbolized by and connected with the use of the Trademarks and the Domain Names;

WHEREAS, in furtherance of the assignment of the Transferred Trademarks and Domain Names Property described in the preceding paragraph, the Assignor and the Predecessor LLC executed and delivered a Trademark and Domain Name Assignment dated as of April 10, 2006 (the "Trademark and Domain Name Assignment");

WHEREAS, by agreement of the parties to the Purchase Agreement, the jurisdiction of organization of "GOAT LLC" (as such term is defined in the Purchase Agreement) has been changed from Delaware to California, and in furtherance thereof the Predecessor LLC has been merged with and into the Assignee, with the Assignee succeeding by operation of law to all of the rights, assets and properties of the Predecessor LLC, including without limitation the rights, assets and properties acquired by the Predecessor LLC pursuant to the Purchase Agreement and the Trademark and Domain Name Assignment as originally executed and

delivered on April 10, 2006; and as a result of such merger references herein to the "Assignee" may include the Predecessor LLC where the context requires or where otherwise appropriate;

WHEREAS, the parties to the Purchase Agreement and their successors have determined that their intents and purposes in entering into the Purchase Agreement are likely to be more fully realized if certain provisions of the Trademark and Domain Name Assignment are amended or clarified through an amendment and restatement of the Trademark and Domain Name Assignment as provided herein; and

WHEREAS, the Trademark and Domain Name Assignment is completely amended and restated hereby effective as of April 10, 2006.

NOW, THEREFORE, for good and valuable consideration the receipt and adequacy of which is hereby acknowledged, the parties agree as follows:

1. Effective as of April 10, 2006, the Assignor hereby assigns, transfers, conveys and delivers to the Assignee, and the Assignee hereby purchases and acquires from the Assignor, all of the Assignor's right, title, and interest in and to (i) the Trademarks and Domain Names throughout the world, including all registrations and applications thereof, and goodwill symbolized by and connected with the use thereof, (ii) the right to conduct business under the Trademarks and Domain Names subject to the terms and conditions of the Purchase Agreement, including the right to license others the right to conduct business under the Trademarks and Domain Names, (iii) the portion of the business of the Assignor to which any intent-to-use application pertains, (iv) all rights to sue, counterclaim, and to collect damages and payments for claims of past, present, and future infringements, dilutions, unfair competition or misappropriations thereof, and (v) all income, royalties, damages, and payments now or hereafter due or payable with respect to the Trademarks and Domain Names, for the Assignee's own use and enjoyment, and for the use and enjoyment of the Assignee's successors, assigns or other legal representatives.

2. The Assignor hereby agrees to execute upon the reasonable request of the Assignee such additional documents as are necessary to register and otherwise give full effect to the rights of the Assignee under this Assignment in and to the Trademarks and Domain Names worldwide, including all documents necessary to record in the name of the Assignee the assignment of the Trademarks with the United States Patent and Trademark Office and, with respect to any equivalent foreign rights, with any other appropriate foreign or international office or registrar, at the Assignee's cost and expense.

3. The Assignor hereby agree to cooperate with the Assignee to transfer the Domain Names electronically from the Assignor's account to the Assignee's account as quickly as commercially reasonable (such that the Assignee will be listed as the registrant of the Domain Names in the WHOIS database) and to complete all procedures and documentation as may be required to effectuate the transfer of the Domain Names.

4. No Additional Representations or Warranties. The Assignee acknowledges and agrees that the only representations and warranties of the Assignor regarding the Trademarks and

Domain Names are those set forth in the Purchase Agreement and no additional express or implied representations or warranties are being made by the Assignor in this Assignment.

5. Miscellaneous.

(a) Entire Agreement. This Assignment, together with the Purchase Agreement, constitutes the entire agreement among the parties with respect to the subject matter hereof and supersedes all prior agreements and understandings, both written and oral, between the parties with respect to the subject matter hereof. In the event of a conflict between the terms of this Assignment and the Purchase Agreement, the terms of the Purchase Agreement shall control.

(b) Amendments. This Assignment may be amended, modified or supplemented at any time by the parties hereto only by an instrument in writing signed on behalf of all parties.

(c) No Waiver. Nothing contained in this Assignment shall cause the failure of either party to insist upon strict compliance with any covenant, obligation, condition or agreement contained herein to operate as a waiver of, or estoppel with respect to, any such covenant, obligation, condition or agreement by the party entitled to the benefit thereof.

(d) Counterparts. This Assignment may be executed in counterparts each of which shall be deemed to constitute an original and constitute one and the same instrument.

(f) Severability. If any provisions hereof shall be held invalid or unenforceable by any court of competent jurisdiction or as a result of future legislative action, such holding or action shall be strictly construed and shall not affect the validity or effect of any other provision hereof; provided, however, that the parties shall use reasonable efforts, including, but not limited to, the amendment of this Assignment, to ensure that this Assignment shall reflect as closely as practicable the intent of the parties hereto.

(g) Independent Contractors. Nothing herein contained shall be construed to place the parties in the relationship of partners or joint venturers, and neither party shall have any power to obligate or bind the other in any manner whatsoever, except as otherwise provided for herein.

(h) Governing Law. THIS ASSIGNMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF CALIFORNIA, WITHOUT GIVING EFFECT TO THE CONFLICT OF LAWS PROVISIONS THEREOF THAT WOULD RESULT IN THE APPLICATION OF THE LAWS OF ANY OTHER JURISDICTION.

(i) Specific Performance. The parties agree that irreparable damage would occur in the event that any of the provisions of this Assignment were not performed in accordance with their specific terms or were otherwise breached. It is accordingly agreed that the parties shall be entitled to an injunction or injunctions to prevent breaches of this Assignment

and to enforce specifically the terms and provisions of this Assignment, this being in addition to any other remedy to which they are entitled at law or in equity.

(j) Venue and Personal Jurisdiction. Any and all disputes under this Assignment shall be brought only (A) in the Federal Courts located in the City or County of Los Angeles, California, to the extent Federal questions or other jurisdictional bases exist to make such Federal Court jurisdiction proper, or (B) in the California State Courts located in the City or County of Los Angeles, California, in all other circumstances. Each of the parties hereto (x) consents to commit itself to the personal jurisdiction of any of the foregoing courts in the event any dispute arises out of this Assignment or any of the transactions contemplated by this Assignment, (y) agrees that it will not attempt to deny or defeat such personal jurisdiction by motion or other request for leave from any such court and (z) agrees that it will not bring any action relating to this Assignment or any of the transactions contemplated by this Assignment in any court other than the courts described in this paragraph (j).

(k) Execution in Counterparts. This Assignment may be executed in two (2) or more counterparts (including by facsimile signature, which shall constitute a legal and valid signature), and by the parties hereto in separate counterparts, each of which when executed shall be deemed to be an original, and all of which, when taken together, shall constitute one and the same document. This Assignment shall become effective when counterparts, taken together, shall have been executed and delivered by all of the parties.

(l) Headings. The section headings contained in this Assignment are intended for reference purposes only and shall not affect in any way the meaning, construction or interpretation of this Assignment.

[The remainder of this page is intentionally blank.]

IN WITNESS WHEREOF, the parties hereto have executed this Assignment as of the day and year first above written.

THE MUHAMMAD ALI FAMILY TRUST

By: Muhammad Ali  
Muhammad Ali, Trustee

By: Yolanda E. Ali  
Yolanda E. Ali, Trustee

G.O.A.T. LLC  
CKX G.O.A.T. Holding Corp.  
(its Managing Member)

By: Kraig G. Fox  
Name: Kraig G. Fox  
Title: Executive Vice President

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

On June 19, 2006 before me, Tivoli Frick, Notary Public,

personally appeared Muhammad Ali and Yolanda E. Ali



Place Notary Seal Above

- personally known to me
- proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity(ies), and that by his signature on the instrument the person(s), or the entity on behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

*Tivoli Frick*

Signature of Notary Public

**FOR COUNTY RECORDER ONLY**

Name of Notary: Tivoli Frick  
 County of Principal Place of Business: Los Angeles  
 Telephone No.: (310) 312-3768  
 Notary's Registration No.: 1474948  
 Commission Expiration Date: March 7, 2008

**OPTIONAL**

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

**Description of Attached Document**

Title or Type of Document: Amended and Restated Trademark and Domain Name Assignment

Document Date: June 12, 2006 Number of Pages: \_\_\_\_\_

Signer(s) Other Than Named Above: \_\_\_\_\_

**Capacity(ies) Claimed by Signer(s)**

Signer's Name: Muhammad Ali

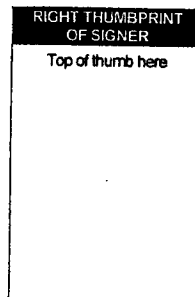
- Individual
- Corporate Officer - Title(s): \_\_\_\_\_
- Partner -  Limited  General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other:



Signer Is Representing:  
Muhammad Ali Family Trust

Signer's Name: Yolanda E. Ali

- Individual
- Corporate Officer - Title(s): \_\_\_\_\_
- Partner -  Limited  General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other:



Signer Is Representing:  
Muhammad Ali Family Trust



STATE OF New York )  
COUNTY OF New York ) SS.

I, a notary public, in and for the county and state aforesaid, do hereby certify that Kraig G. Fox, known to me to be Executive Vice President of CKX G.O.A.T. Holding Corp., acknowledged that he signed the above and foregoing instrument by authority of the Board of Directors of CKX G.O.A.T. Holding Corp.

21<sup>st</sup> IN WITNESS WHEREOF, I have hereunto set my hand and notarial seal this day of June 2006.

Timothy I. Kahler  
Notary Public

**TIMOTHY I. KAHLER**  
Notary Public, State of New York  
No. 02KA5069819  
Qualified in New York County  
Commission Expires Nov. 12, 2006

My commission expires: 11/12/06

REGISTERED  
TRADEMARKS

IA. DOMESTIC AND INTERNATIONAL REGISTERED AND PENDING TRADEMARKS



MARK: ALI  
APPLICATION No.: 966795  
FILING DATE: August 19, 2003  
CLASSES: 9, 16, 21, 25, 28 and 41  
STATUS: Pending

MARK: ALI  
APPLICATION No.: 1044999  
FILING DATE: March 7, 2005  
CLASS: 16  
STATUS: Pending

MARK: GOAT  
APPLICATION No.: Unknown  
FILING DATE: February 8, 2006  
CLASSES: 3, 9, 16, 25, 28, 29, 30 and 31  
STATUS: Pending

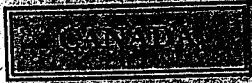
MARK: G.O.A.T.  
APPLICATION No.: Unknown  
FILING DATE: February 8, 2006  
CLASSES: 3, 9, 16, 25, 28, 29, 30 and 31  
STATUS: Pending

MARK: MUHAMMAD ALI  
REGISTRATION No.: 966794  
FILING DATE: August 19, 2003  
CLASSES: 9, 16, 21, 25, 28, and 41  
STATUS: Registered June 20, 2005 - Renewal Due August 19, 2013

SCHEDULE A

TRADEMARKS

IA. DOMESTIC AND INTERNATIONAL REGISTERED AND PENDING TRADEMARKS



MARK: ALL  
APPLICATION NO.: 1186904  
FILING DATE: August 20, 2005  
CLASSES: Canada does not use international classification system—filed for goods and services equivalent to 9, 16, 21, 25, 28 and 41  
STATUS: Pending/Response filed November 21, 2005

MARK: GOAT  
APPLICATION NO.: Unknown  
FILING DATE: February 8, 2006  
CLASSES: Canada does not use international classification system—filed for goods equivalent to Classes 9, 16, 21, 25, 28 and 41  
STATUS: Pending

MARK: G.O.A.T.  
APPLICATION NO.: Unknown  
FILING DATE: February 10, 2006  
CLASSES: Canada does not use international classification system—filed for goods equivalent to Classes 9, 16, 21, 25, 28 and 41  
STATUS: Pending



MARK: GOAT  
APPLICATION NO.: Unknown  
FILING DATE: February 10, 2006  
CLASS: 3  
STATUS: Pending

SECTION A  
TRADEMARKS

IA. DOMESTIC AND INTERNATIONAL REGISTERED AND PENDING TRADEMARKS

MARK: GOAT  
APPLICATION No.: Unknown  
FILING DATE: February 10, 2006  
CLASS: 9  
STATUS: Pending

MARK: GOAT  
APPLICATION No.: Unknown  
FILING DATE: February 10, 2006  
CLASS: 16  
STATUS: Pending

MARK: GOAT  
APPLICATION No.: Unknown  
FILING DATE: February 10, 2006  
CLASS: 16  
STATUS: Pending

MARK: GOAT  
APPLICATION No.: Unknown  
FILING DATE: February 10, 2006  
CLASS: 25  
STATUS: Pending

MARK: GOAT  
APPLICATION No.: Unknown  
FILING DATE: February 10, 2006  
CLASS: 28  
STATUS: Pending

MARK: GOAT  
APPLICATION No.: Unknown  
FILING DATE: February 10, 2006  
CLASS: 29  
STATUS: Pending

MARK: GOAT  
APPLICATION No.: Unknown  
FILING DATE: February 10, 2006  
CLASS: 30  
STATUS: Pending

SCHEDULE A

TRADEMARKS

IA. DOMESTIC AND INTERNATIONAL REGISTERED AND PENDING TRADEMARKS

MARK: GOAT  
APPLICATION NO.: Unknown  
FILING DATE: February 10, 2006  
CLASS: 31  
STATUS: Pending

MARK: G.O.A.T.  
APPLICATION NO.: Unknown  
FILING DATE: February 10, 2006  
CLASS: 3  
STATUS: Pending

MARK: G.O.A.T.  
APPLICATION NO.: Unknown  
FILING DATE: February 10, 2006  
CLASS: 9  
STATUS: Pending

MARK: G.O.A.T.  
APPLICATION NO.: Unknown  
FILING DATE: February 10, 2006  
CLASS: 16  
STATUS: Pending

MARK: G.O.A.T.  
APPLICATION NO.: Unknown  
FILING DATE: February 10, 2006  
CLASS: 25  
STATUS: Pending

MARK: G.O.A.T.  
APPLICATION NO.: Unknown  
FILING DATE: February 10, 2006  
CLASS: 28  
STATUS: Pending

SCHEDULE A

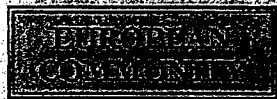
TRADEMARKS

IA. DOMESTIC AND INTERNATIONAL REGISTERED AND PENDING TRADEMARKS

MARK: G.O.A.T.  
APPLICATION No.: Unknown  
CLASS: 29  
STATUS: Pending

MARK: G.O.A.T.  
APPLICATION No.: Unknown  
CLASS: 30  
STATUS: Pending

MARK: G.O.A.T.  
APPLICATION No.: Unknown  
CLASS: 31  
STATUS: Pending



MARK: ALI  
APPLICATION No.: 003321461  
FILING DATE: August 26, 2003  
CLASSES: 9, 16, 21, 25, 28 and 41  
STATUS: Pending/two oppositions filed against the Mark, one of which, that filed by Rasse Wolf has been settled. The other opposition has been suspended pending the outcome of another opposition filed against opposer.

MARK: FLOAT LIKE A BUTTERFLY, STING LIKE A BEE (STYLIZED)  
APPLICATION No.: 004114335  
REGISTRATION No.: 004114335  
FILING DATE: November 9, 2004  
CLASSES: 16, 25, 28  
STATUS: Registered January 24, 2006/Renewal due November 9, 2014

SECTION 1  
TRADEMARKS

IA. DOMESTIC AND INTERNATIONAL REGISTERED AND PENDING TRADEMARKS

MARK: COAT  
APPLICATION No.: Unknown  
FILING DATE: February 10, 2006  
CLASSES: 3, 9, 16, 25, 28, 29, 30 and 31  
STATUS: Pending

MARK: C.O.A.T.  
APPLICATION No.: Unknown  
FILING DATE: February 10, 2006  
CLASSES: 3, 9, 16, 25, 28, 29, 30 and 31  
STATUS: Pending

SCHEDULE A

TRADEMARKS

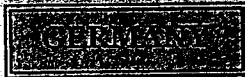
IA. DOMESTIC AND INTERNATIONAL REGISTERED AND PENDING TRADEMARKS

MARK: MUHAMMAD ALI  
APPLICATION No.: 003320975  
REGISTRATION No.: 003320975  
FILING DATE: August 20, 2003  
CLASSES: 9, 16, 21, 25, 28 and 41  
STATUS: Registered December 17, 2004/ Renewal Due August 20, 2013

MARK: ALI  
APPLICATION No.: 003156013  
REGISTRATION No.: 003156013  
FILING DATE: Unknown  
CLASSES: 36, 41, and 43



MARK: ALI  
REGISTRATION No.: 30323090  
FILING DATE: Unknown  
CLASSES: 25, 28, 37, and 39  
STATUS: Renewal due on June 30, 2013

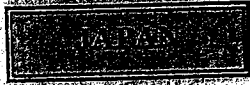


MARK: ALI  
APPLICATION No.: 053358849  
FILING DATE: May 13, 2005  
CLASSES: 9, 16, 21, 25, 28 and 41  
STATUS: Registered



SCHEDULE A  
TRADEMARKS

IA. DOMESTIC AND INTERNATIONAL REGISTERED AND PENDING TRADEMARKS



MARK: ALL  
APPLICATION NO.: 2003-075328  
FILING DATE: September 2, 2003  
CLASS: 4E  
STATUS: Response filed August 24, 2005/Awaiting decision

MARK: ALL  
APPLICATION NO.: 2003-4441  
FILING DATE: January 21, 2005  
CLASSES: 9, 16, 31, 25, 28  
STATUS: Pending

MARK: GOAT  
APPLICATION NO.: Unknown  
FILING DATE: February 9, 2006  
CLASSES: 3, 9, 16, 25, 28, 29, 30 and 31  
STATUS: Pending

MARK: G.O.A.T.  
APPLICATION NO.: Unknown  
FILING DATE: February 9, 2006  
CLASSES: 3, 9, 16, 25, 28, 29, 30 and 31  
STATUS: Pending

SCHEDULE A

TRADEMARKS

IA. DOMESTIC AND INTERNATIONAL REGISTERED AND PENDING TRADEMARKS

MARK: MUHAMMAD ALI  
APPLICATION NO.: 2003-075327  
REGISTRATION NO.: 4926676  
FILING DATE: September 2, 2003  
REGISTRATION DATE: February 3, 2006  
CLASSES: 9, 16, 21, 25, 28 and 41  
STATUS: Renewal due on February 3, 2016



MARK: ALI  
APPLICATION No.: 764798  
FILING DATE: February 8, 2006  
CLASS: 9  
STATUS: Pending

MARK: ALI  
APPLICATION No.: 764799  
FILING DATE: February 8, 2006  
CLASS: 16  
STATUS: Pending

MARK: ALI  
APPLICATION No.: 764800  
FILING DATE: February 8, 2006  
CLASS: 21  
STATUS: Pending

MARK: ALI  
APPLICATION No.: 764801  
FILING DATE: February 8, 2006  
CLASS: 25  
STATUS: Pending

SCHEDULE A

TRADEMARKS

IA. DOMESTIC AND INTERNATIONAL REGISTERED AND PENDING TRADEMARKS

MARK: ALL  
APPLICATION No.: 764802  
FILING DATE: February 8, 2006  
CLASS: 28  
STATUS: Pending

MARK: ALL  
APPLICATION No.: 764803  
FILING DATE: February 8, 2006  
CLASS: 41  
STATUS: Pending

MARK: ATHLETE OF THE CENTURY  
APPLICATION No.: 423, 364  
FILING DATE: May 2, 2000  
CLASS: 9  
STATUS: Registered August 29, 2000/Renewal due May 2, 2010

MARK: ATHLETE OF THE CENTURY  
APPLICATION No.: 423, 365  
FILING DATE: May 2, 2000  
CLASS: 16  
STATUS: Registered August 31, 2000/Renewal due May 2, 2010

MARK: ATHLETE OF THE CENTURY  
APPLICATION No.: 423, 367  
FILING DATE: May 2, 2000  
CLASS: 28  
STATUS: Registered June 29, 2001/Renewal due May 2, 2010

MARK: ATHLETE OF THE CENTURY  
APPLICATION No.: 423, 366  
REGISTRATION No.: 743, 994  
FILING DATE: May 2, 2000  
CLASS: 8  
REGISTERED: April 30, 2002/Renewal due May 2, 2010

SCHEDULE A

TRADEMARKS

IA. DOMESTIC AND INTERNATIONAL REGISTERED AND PENDING TRADEMARKS

MARK: ATHLETE OF THE CENTURY  
APPLICATION No.: 423,368  
REGISTRATION No.: 743,994  
FILING DATE: May 2, 2000  
CLASS: 41  
REGISTERED: August 29, 2000/Renewal due May 2, 2010

MARK: FLOAT  
APPLICATION No.: 670686  
REGISTRATION No.: 849253  
FILING DATE: August 6, 2004  
CLASS: 25  
REGISTERED: August 24, 2004/Renewal due August 6, 2014

MARK: GOAT  
APPLICATION No.: 765703  
FILING DATE: February 13, 2006  
CLASS: 3  
STATUS: Pending

MARK: GOAT  
APPLICATION No.: 765705  
FILING DATE: February 13, 2006  
CLASS: 9  
STATUS: Pending

MARK: GOAT  
APPLICATION No.: 765706  
FILING DATE: February 13, 2006  
CLASS: 16  
STATUS: Pending

MARK: GOAT  
APPLICATION No.: 765707  
FILING DATE: February 13, 2006  
CLASS: 25  
STATUS: Pending

SCHEDULE A

TRADEMARKS

IA. DOMESTIC AND INTERNATIONAL REGISTERED AND PENDING TRADEMARKS

MARK: GOAT  
APPLICATION NO.: 765709  
FILING DATE: February 13, 2006  
CLASS: 28  
STATUS: Pending

MARK: GOAT  
APPLICATION NO.: 765710  
FILING DATE: February 13, 2006  
CLASS: 29  
STATUS: Pending

MARK: GOAT  
APPLICATION NO.: 765711  
FILING DATE: February 13, 2006  
CLASS: 30  
STATUS: Pending

MARK: GOAT  
APPLICATION NO.: 765713  
FILING DATE: February 13, 2006  
CLASS: 31  
STATUS: Pending

MARK: G.O.A.T.  
APPLICATION NO.: 765714  
FILING DATE: February 13, 2006  
CLASS: 3  
STATUS: Pending

MARK: G.O.A.T.  
APPLICATION NO.: 765715  
FILING DATE: February 13, 2006  
CLASS: 9  
STATUS: Pending

MARK: G.O.A.T.  
APPLICATION NO.: 765716  
FILING DATE: February 13, 2006  
CLASS: 16  
STATUS: Pending

SCHEDULE A

TRADEMARKS

IA. DOMESTIC AND INTERNATIONAL REGISTERED AND PENDING TRADEMARKS

MARK: G.O.A.T.  
 APPLICATION NO.: 765717  
 FILING DATE: February 13, 2006  
 CLASS: 25  
 STATUS: Pending

MARK: G.O.A.T.  
 APPLICATION NO.: 765718  
 FILING DATE: February 13, 2006  
 CLASS: 28  
 STATUS: Pending

MARK: G.O.A.T.  
 APPLICATION NO.: 765719  
 FILING DATE: February 13, 2006  
 CLASS: 29  
 STATUS: Pending

MARK: G.O.A.T.  
 APPLICATION NO.: 765720  
 FILING DATE: February 13, 2006  
 CLASS: 30  
 STATUS: Pending

MARK: G.O.A.T.  
 APPLICATION NO.: 765721  
 FILING DATE: February 13, 2006  
 CLASS: 31  
 STATUS: Pending

MARK: MUHAMMAD ALI  
 APPLICATION NO.: 764805  
 FILING DATE: February 8, 2006  
 CLASS: 9  
 STATUS: Pending

MARK: MUHAMMAD ALI  
 APPLICATION NO.: 764806  
 FILING DATE: February 8, 2006  
 CLASS: 16  
 STATUS: Pending

SCHEDULE A

TRADEMARKS

IA. DOMESTIC AND INTERNATIONAL REGISTERED AND PENDING TRADEMARKS

MARK: MUHAMMAD ALI  
APPLICATION No.: 764807  
FILING DATE: February 8, 2006  
CLASS: 21  
STATUS: Pending

MARK: MUHAMMAD ALI  
APPLICATION No.: 764808  
FILING DATE: February 8, 2006  
CLASS: 25  
STATUS: Pending

MARK: MUHAMMAD ALI  
APPLICATION No.: 764809  
FILING DATE: February 8, 2006  
CLASS: 28  
STATUS: Pending

MARK: MUHAMMAD ALI  
APPLICATION No.: 764810  
FILING DATE: February 8, 2006  
CLASS: 41  
STATUS: Pending

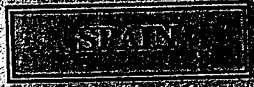
MARK: RUMBLE IN THE JUNGLE  
APPLICATION No.: 670685/Registration No. 848875  
FILING DATE: August 6, 2004  
CLASS: 25  
REGISTERED: August 23, 2004/Renewal due August 6, 2014

MARK: THRILLA IN MANILA  
APPLICATION No.: 670682  
FILING DATE: August 6, 2004  
CLASS: 25  
STATUS: Pending/Filing cancellation action against cited registration

SCHEDULE A

TRADEMARKS

IA. DOMESTIC AND INTERNATIONAL REGISTERED AND PENDING TRADEMARKS



MARK: ALL  
APPLICATION NO.: 2651597  
FILING DATE: May 13, 2005  
CLASSES: 9, 16, 21, 23, 28 and 41  
STATUS: Pending/Oppositions pending



MARK: ALL  
APPLICATION NO.: 2377814  
FILING DATE: November 11, 2004  
CLASS: 16  
STATUS: Registered December 30, 2005/Renewal due November 30, 2014

MARK: ALL  
APPLICATION NO.: 2399531  
FILING DATE: June 3, 2005  
CLASSES: 9, 21, 23, 28 and 41  
STATUS: Pending/Response filed February 23, 2006

MARK: BEAT LIKE A BUTTERFLY, STING LIKE A BEE (stylized)  
APPLICATION NO.: 2377813/Registration No. 2377813  
FILING DATE: November 11, 2004  
CLASS: 25  
STATUS: Registered April 22, 2005/Renewal Due November 8, 2014



TRADEMARKS

IA. DOMESTIC AND INTERNATIONAL REGISTERED AND PENDING TRADEMARKS

UNITED STATES

**MARK:** 5TH STREET GYM  
**APPLICATION No.:** 78/740,433  
**FILING DATE:** October 25, 2005  
**CLASS:** 25  
**STATUS:** Newly filed application not yet examined

**MARK:** AII  
**APPLICATION No.:** 75/400,962/Registration No. 2683909  
**FILING DATE:** December 5, 1997  
**CLASS:** 25  
**STATUS:** Registered February 4, 2003/Use Affidavit Due February 4, 2009

**MARK:** AII  
**APPLICATION No.:** 78/513,474/Registration No. 2,845,063  
**FILING DATE:** December 5, 1997  
**CLASS:** 28  
**STATUS:** Registered May 25, 2004/Use Affidavit due May 25, 2010

**MARK:** FLOAT LIKE A BUTTERFLY STING LIKE A BEE (stylized)  
**APPLICATION No.:** 78/513,474  
**FILING DATE:** November 8, 2004  
**CLASS:** 25  
**STATUS:** Published/Opposition Pending

**MARK:** G.O.A.T  
**APPLICATION No.:** 78/765,121  
**FILING DATE:** December 1, 2005  
**CLASSES:** 3, 9, 16, 25, 28, 29, 30, 31  
**STATUS:** Newly filed application not yet examined

**MARK:** GOAT  
**APPLICATION No.:** 78/765,079  
**FILING DATE:** December 1, 2005  
**CLASSES:** 3, 9, 16, 25, 28, 29, 30, 31  
**STATUS:** Newly filed application not yet examined

**IA. DOMESTIC AND INTERNATIONAL REGISTERED AND PENDING TRADEMARKS**

**MARK:** GREATEST OF ALL TIME  
**APPLICATION No.:** 75/400,394  
**REGISTRATION No.:** 2,775,910  
**CLASS:** 25  
**STATUS:** Registered October 21, 2003/Use Affidavit due October 21, 2009

**MARK:** MUHAMMAD ALI  
**APPLICATION No.:** 75/400,956  
**REGISTRATION No.:** 2,736,931  
**CLASS:** 25  
**STATUS:** Registered July 15, 2003/Use Affidavit due July 15, 2009

**MARK:** RUMBLE IN THE JUNGLE  
**APPLICATION No.:** 78/656,472  
**Filed:** June 22, 2005  
**CLASS:** 25  
**STATUS:** Will be published for opposition on April 4, 2006

**MARK:** THRILLA IN MANILA  
**APPLICATION No.:** 76/258,346  
**Filed:** May 17, 2001  
**CLASS:** 25  
**STATUS:** Assignment recorded September 21, 2004

SCHEDULE  
TRADEMARKS

**IB. U.S. FEDERAL TRADEMARK APPLICATIONS EXPECTED TO BE ASSIGNED  
TO THE TRUST OR ITS SUCCESSOR-IN-INTEREST (GOAT LLC)**

Under the Masterfoods Agreement, we contend that the Applicant of record, Mars Incorporated, does not have the right to register the trademarks listed in Schedule IB. An oral request has been made and will be followed by a formal demand. However, because an ITU (intent-to-use) application cannot be assigned, no assignment has yet been filed with The United States Trademark Office. Masterfoods had indicated orally its preliminary decision to assign the trademarks listed in Schedule IB to The Trust or its successor-in-interest (GOAT LLC).

TRADEMARKS

IB. U.S. FEDERAL TRADEMARK APPLICATIONS EXPECTED TO BE ASSIGNED TO THE TRUST OR ITS SUCCESSORS OR INTERESTS (GOAT LLC)

MARK: G.O.A.T. RUMBLE  
APPLICATION NO.: 76/654552  
Filed: February 2, 2006  
CLASS: 5, 29, and 30

MARK: G.O.A.T. GREATEST OF ALL TIME  
APPLICATION NO.: 78/803773  
Filed: February 10, 2006  
CLASS: 5, 29, 30, and 32

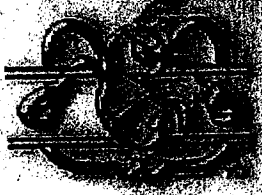
MARK: G.O.A.T.  
APPLICATION NO.: 78/803759  
Filed: February 2, 2006  
CLASS: 5, 29, 30, and 32

MARK: G.O.A.T. STING  
APPLICATION NO.: 78/803783  
Filed: February 2, 2006  
CLASS: 5, 29, 30, and 32

MARK: G.O.A.T. SHUFFLE  
APPLICATION NO.: 76/654559  
Filed: February 3, 2006  
CLASS: 5, 29, and 30

MARK: G.O.A.T. TKO (stylized)  
APPLICATION NO.: 76/654561  
Filed: February 10, 2006  
CLASS: 5, 29, 30, and 32

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TRADEMARK  
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TRADEMARK  
REEL: 003578 FRAME: 0446

SCHEDULE A

Domain Names

1. Domain Name: **ALLCOM**

Registrant: Greatest of All Time, Inc. G.O.A.T.  
Record created on: September 11, 1998  
Record expires on: September 10, 2008  
Current Registrar: Network Solutions, L.L.C.

2. Domain Name: **CO/ATINC.COM**

Registrant: Greatest of All Time, Inc. G.O.A.T.  
Record created on: July 29, 1999  
Record expires on: July 29, 2009  
Current Registrar: BULKREGISTER, L.L.C.