

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	NUNC PRO TUNC ASSIGNMENT
EFFECTIVE DATE:	08/17/2007

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
D-1 Sports Training of Nashville, LLC		08/17/2007	LIMITED LIABILITY COMPANY:

RECEIVING PARTY DATA

Name:	Explosion Sports Training, LLC
Street Address:	7115 South Springs Drive
City:	Franklin
State/Country:	TENNESSEE
Postal Code:	37067
Entity Type:	LIMITED LIABILITY COMPANY:

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	2877559	D1

CORRESPONDENCE DATA

Fax Number: (214)200-0783
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 214.651.5481
 Email: kristin.timmer@haynesboone.com
 Correspondent Name: Kristin C. Timmer
 Address Line 1: 901 Main Street
 Address Line 4: Dallas, TEXAS 75204

ATTORNEY DOCKET NUMBER:	40646.0003
NAME OF SUBMITTER:	Kristin C. timmer
Signature:	/Kristin C. Timmer/

CH \$40.00 2877559

Date:

10/22/2007

Total Attachments: 1

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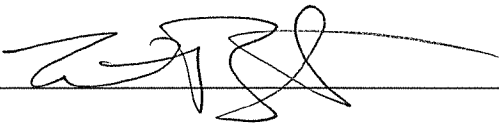
SERVICE MARK ASSIGNMENT

This Service Mark Assignment (the "Agreement"), effective *nunc pro tunc* as of the 17th day of August, 2007, (the "Effective Date"), is by and between D-1 Sports Training of Nashville, LLC, a Tennessee Limited Liability Company having its principal office at 7115 South Springs Drive, Franklin, Tennessee 37067 ("Assignor"), and Explosion Sports Training, LLC, a Tennessee Limited Liability Company having its principal office at 7115 South Springs Drive, Franklin, Tennessee 37067 ("Assignee").

In consideration of the mutual covenants of the parties, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby sells, assigns and transfers *nunc pro tunc* to Assignee, its successors, assigns and legal representatives, all worldwide right, title and interest in and to the Service Mark D1, together with all corresponding goodwill (the "Service Mark"), including without limitation, U.S. Registration No. 2,877,559 and any and all other rights and privileges provided under United States, state or foreign law with respect to the Service Mark, including the laws of unfair competition; and any and all rights in, to and under any and all licenses and other agreements and documents relating to any of the foregoing.

Assignor represents and warrants that it has not executed, and will not execute, any agreement in conflict herewith. Assignor agrees to execute any and all powers of attorney, applications, assignments, declarations, affidavits, and any other papers and to otherwise take such action as is necessary to perfect such rights, title and interest in Assignee, its successors, assigns and legal representatives.

IN WITNESS WHEREOF, the undersigned have caused this Assignment to be duly executed.

By: 

Name: Will Bartholomew

President and Co-Owner.

D-1 Sports Training of Nashville, LLC

By: 

Name: Peyton Manning

Authorized Agent of PWM, LLC (Co-Owner, D-1

Sports Training of Nashville, LLC)