

TRADEMARK ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	NUNC PRO TUNC ASSIGNMENT		
EFFECTIVE DATE:	04/30/2008		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Shandler Enterprises, LLC		04/30/2008	LIMITED LIABILITY COMPANY: VIRGINIA
RECEIVING PARTY DATA			
Name:	Fantasy Sports Ventures, Inc.		
Street Address:	1500 Broadway		
Internal Address:	Suite 810		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10036		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3001860	BASEBALLHQ.COM	
CORRESPONDENCE DATA			
Fax Number:	(310)282-2200		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	310-282-2000 x2108		
Email:	krogers@loeb.com		
Correspondent Name:	David W. Grace		
Address Line 1:	10100 Santa Monica Boulevard		
Address Line 2:	c/o Loeb & Loeb LLP, Suite 2200		
Address Line 4:	Los Angeles, CALIFORNIA 90067-4120		
ATTORNEY DOCKET NUMBER:	208502-10011		
NAME OF SUBMITTER:	Attorney		

CH \$40.00 3001860

Signature:	/David W. Grace/
Date:	05/06/2008
Total Attachments: 5 source=Trademark Assignment#page1.tif source=Trademark Assignment#page2.tif source=Trademark Assignment#page3.tif source=Trademark Assignment#page4.tif source=Trademark Assignment#page5.tif	

TRADEMARK ASSIGNMENT AGREEMENT

THIS TRADEMARK ASSIGNMENT AGREEMENT (this "Trademark Assignment"), dated as of April 30, 2008, by and between SHANDLER ENTERPRISES, LLC, a Virginia limited liability company ("Assignor") and Fantasy Sports Ventures, Inc., a Delaware corporation ("Assignee") provides:

WHEREAS, the Assignor, having a place of business at P.O. Box 20303, Roanoke, Virginia 24018, is the owner of the trademarks and trade names described in Exhibit A (the "Marks") and is the owner of the trademark registrations and applications (as applicable) listed in Exhibit A;

WHEREAS, the Assignee, having a place of business at 1500 Broadway, Suite 810, New York, New York 10036, desires to acquire the Marks and the corresponding registrations and applications (as applicable);

WHEREAS, pursuant to that certain Asset Purchase Agreement entered into by and among Assignor and Assignee and certain other parties, dated as of April 30, 2008 (the "Asset Purchase Agreement"), Assignor has agreed to transfer, convey and assign to Assignee and Assignee has agreed to acquire from Assignor the Marks and other corresponding rights in the Assignee.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor hereby sells, assigns, and transfers to Assignee, absolutely and forever, the entire right, title and interest, whether statutory or at common law, in and to the Marks, together with the goodwill of the business symbolized by the Marks, and all corresponding registrations and applications (as applicable), as well as all causes of action for any and all previously occurring infringements of the rights being assigned and the right to receive and retain the proceeds relating to those infringements.

THIS ASSIGNMENT IS IN ALL RESPECTS SUBJECT TO THE PROVISIONS OF THE ASSET PURCHASE AGREEMENT AND IS NOT INTENDED IN ANY WAY TO SUPERSEDE, LIMIT OR QUALIFY ANY PROVISION OF THE ASSET PURCHASE AGREEMENT.

Assignor agrees to execute any further papers and to do such other acts as may be necessary and proper to vest full title in and to the Marks and other corresponding rights in the Assignee.

Assignor hereby appoints Assignee and any officer or agent thereof, with full power of substitution, as its true and lawful attorney-in-fact with full irrevocable power and authority in place and stead of Assignor and in the name of Assignor or in its own name, for the purposes of carrying out the terms of this Trademark Assignment, to take any and all appropriate actions and to execute any and all documents and instruments which may be necessary or desirable to accomplish the purposes of this Trademark

Assignment. Furthermore, Assignor agrees that, upon request it will, at Assignee's expense but for no additional consideration, cooperate fully with Assignee in the protection and enforcement of the Marks, including but not limited to, cooperating fully with Assignee in connection with any claims or suits brought by or against Assignee relating to the Marks.

Assignee hereby accepts the assignment of the Marks, applications, and registrations (as applicable) listed on Exhibit A and all other rights described in this Trademark Assignment.

The individuals signing this document on behalf of corporate entities represent and declare that they are authorized to execute this document on behalf of such entities.

[SIGNATURE PAGE FOLLOWS]

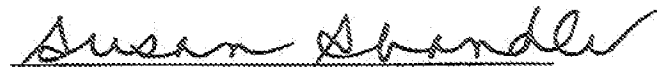
IN WITNESS WHEREOF, this Trademark Assignment is effective this 30th day of April,
2008.

ASSIGNOR:

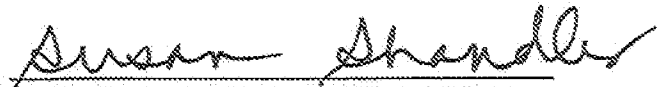
SHANDLER ENTERPRISES, LLC



RON SHANDLER, Member



SUSAN SHANDLER, Member



SUSAN SHANDLER, AS CUSTODIAN
FOR DARIELLE SHANDLER, Member

ASSIGNEE:

FANTASY SPORTS VENTURES, INC.

By: _____

Name: Christopher J. Russo

Title: President/CEO

IN WITNESS WHEREOF, this Trademark Assignment is effective this 30th day of April, 2008.

ASSIGNOR:

SHANDLER ENTERPRISES, LLC

RON SHANDLER, Member

SUSAN SHANDLER, Member

SUSAN SHANDLER, AS CUSTODIAN
FOR DARIELLE SHANDLER, Member

ASSIGNEE:

FANTASY SPORTS VENTURES, INC.

By: 

Name: Christopher J. Russo

Title: President/CEO

EXHIBIT A

BaseballHQ.com

Registration No. 3001860

LA1761923.1
208502-10011

RECORDED: 05/06/2008

TRADEMARK
REEL: 003772 FRAME: 0623