

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
Student Sports, Inc.		07/08/2008	CORPORATION: DELAWARE
BC Sports, Inc.		07/08/2008	CORPORATION: OREGON

RECEIVING PARTY DATA

Name:	ESPN Productions, Inc.
Street Address:	ESPN Plaza
City:	Bristol
State/Country:	CONNECTICUT
Postal Code:	06010
Entity Type:	CORPORATION: DELAWARE

Name:	ESPN Starwave Partners
Composed Of:	COMPOSED OF Starwave Ventures, Inc., a Washington corporation, and ESPN Online Ventures, Inc., a Delaware corporation
Doing Business As:	DBA ESPN Internet Ventures
Street Address:	ESPN Plaza
City:	Bristol
State/Country:	CONNECTICUT
Postal Code:	06010
Entity Type:	PARTNERSHIP: NEW YORK

PROPERTY NUMBERS Total: 3

Property Type	Number	Word Mark
Serial Number:	77478258	DYESTAT
Registration Number:	2668956	ELITE 11
Registration Number:	3129554	AREA CODE

CORRESPONDENCE DATA

CH \$90.00 77478258

Fax Number: (866)947-1121
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: (585) 263-1065
Email: kwalsh@nixonpeabody.com
Correspondent Name: Kristen M. Walsh, Nixon Peabody LLP
Address Line 1: 1100 Clinton Square
Address Line 4: Rochester, NEW YORK 14604

ATTORNEY DOCKET NUMBER:	039928/000001
NAME OF SUBMITTER:	Kristen M. Walsh
Signature:	/kristenmwash/
Date:	07/25/2008

Total Attachments: 6
source=Student Sports Assignment#page1.tif
source=Student Sports Assignment#page2.tif
source=Student Sports Assignment#page3.tif
source=Student Sports Assignment#page4.tif
source=Student Sports Assignment#page5.tif
source=Student Sports Assignment#page6.tif

TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT (this "Assignment") is made and dated as of July __, 2008 (the "Effective Date"), by and between Student Sports, Inc. and BC Sports, Inc. (collectively, the "Assignor") to ESPN Productions, Inc. and ESPN Starwave Partners d/b/a ESPN Internet Ventures (collectively, the "Assignee")

WHEREAS, Assignors own the various trademarks set forth on Schedule A attached hereto (the foregoing collectively referred to herein as the "Trademarks");

WHEREAS, Assignee desires to acquire from Assignors, and Assignors agree to transfer and assign to Assignee, all of Assignors' right, title and interest in and to the Trademark, together with the goodwill of the business connected with the use of and symbolized by the Trademark;

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignors, intending to be legally bound, covenant and agree as follows.

1. Assignment. Assignors hereby transfer and assign to Assignee, as fully and entirely as the same would have been held and enjoyed by Assignors if this transfer and assignment had not been made, and Assignee hereby accepts the transfer and assignment of, (i) all of Assignors' rights, title, and interest in and to the Trademark, together with the goodwill of the business connected with the use of and symbolized by the Trademark, to be held and enjoyed by Assignee for its own use and benefit and for the use and benefit of its successors and assigns, and (ii) all rights of Assignors to bring an action, whether at law or in equity, against any third party for infringement or other misuse of any of the Trademark, including the right to bring an action for past, present and future infringement, dilution, unfair competition, or other misappropriation or misuse, and all rights to recover damages, profits, attorneys' fees, and injunctive relief for infringement, dilution, unfair competition, or other misappropriation or misuse. All of the rights transferred in this paragraph are referred to herein as the "Trademark Rights."

2. Further Actions. Assignors hereby consent and agree to any lawful action taken by the Assignee in connection with the enforcement of, or the legal protection of, the Trademark Rights, and confers upon the Assignee full right of substitution in any and all such actions.

3. Representation. Assignor's representation and warranties with respect to the Intellectual Property (as defined in the Asset Purchase Agreement) rights contained in the Asset Purchase Agreement, by and among ESPN Productions, Inc., and ESPN Starwave Partners, on the one hand, and Student Sports, Inc., and the BC Sports, Inc. on the other, dated May __, 2008 (the "Asset Purchase Agreement") shall be incorporated by reference herein and apply to the Trademark Rights and the information set forth in Schedule A.

4. Indemnification. The indemnification obligations contained in the Asset Purchase Agreement shall be incorporated by reference herein.

5. Severability. Each and every clause of this agreement is severable from the whole and shall survive unless the entire Agreement is declared unenforceable.

6. Counterparts. This agreement may be executed in several counterparts, each of which will be deemed to be an original, and each of which alone and all of which together, shall constitute one and the same instrument, but in making proof of this agreement it shall not be necessary to produce or account for each copy of any counterpart other than the counterpart signed by the Party against whom this agreement is to be enforced. This agreement may be transmitted by facsimile, and it is the intent of the Parties for the facsimile of any autograph printed by a receiving facsimile machine to be an original signature and for the facsimile and any complete photocopy of this agreement to be deemed an original counterpart.

7. Amendment and Waiver. No amendment or waiver to this agreement shall be binding unless approved in writing by both parties. A waiver shall in no event be deemed a continuing waiver unless specifically so designated in writing.

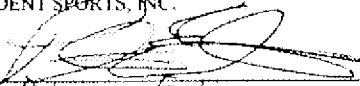
8. Captions. All captions in this agreement are intended solely for the convenience of the parties, and none shall affect the meaning or construction of any provision.

TRADEMARK


REEL: 003822 FRAME: 0888

IN WITNESS WHEREOF, each of the parties have caused this Assignment to be duly executed and delivered as of the day and year first above written.

STUDENT SPORTS, INC.

By: 
Name: Patricia Eiby
Title: Secretary

BC SPORTS, INC.

By: 
Name: Patricia Eiby
Title: Secretary

ACCEPTED AND AGREED TO:

ESPN PRODUCTIONS, INC.

By: _____
Name: _____
Title: _____

ESPN/STARWAVE PARTNERS
D/B/A/ ESPN INTERNET VENTURES

By: _____
Name: _____
Title: _____

[SIGNATURE PAGE TO TRADEMARK ASSIGNMENT]

TRADEMARK

IN WITNESS WHEREOF, each of the parties have caused this Assignment to be duly executed and delivered as of the day and year first above written.

STUDENT SPORTS, INC.

By: _____
Name: _____
Title: _____

BC SPORTS, INC.

By: _____
Name: _____
Title: _____

ACCEPTED AND AGREED TO:

ESPN PRODUCTIONS, INC.

By: *[Signature]*
Name: James G. Brown, Jr.
Title: Sr VP - ESPN RISE

ESPN/STARWAVE PARTNERS
D/B/A/ ESPN INTERNET VENTURES

By: _____
Name: _____
Title: _____

[SIGNATURE PAGE TO TRADEMARK ASSIGNMENT]

IN WITNESS WHEREOF, each of the parties have caused this Assignment to be duly executed and delivered as of the day and year first above written.

STUDENT SPORTS, INC.

By: _____
Name: _____
Title: _____

BC SPORTS, INC.


By: _____
Name: _____
Title: _____

ACCEPTED AND AGREED TO:

ESPN PRODUCTIONS, INC.

By: _____
Name: _____
Title: _____

ESPN/STARWAVE PARTNERS
D/B/A/ ESPN INTERNET VENTURES

By:  _____
Name: _____
Title: _____

[SIGNATURE PAGE TO TRADEMARK ASSIGNMENT]

TRADEMARK

Schedule A

"Elite 11" Service Mark Reg. No. 2668956

"Area Code" Service Mark Reg. No. 3129554

"Dyestol" Application for Service Mark Serial No. 77478258

TRADEMARK