

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
Soup2Nuts Inc.		11/18/2008	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	ESPN, Inc.		
Street Address:	ESPN Plaza		
City:	Bristol		
State/Country:	CONNECTICUT		
Postal Code:	06010		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	77449929	TALKING TATTOOS	
CORRESPONDENCE DATA			
Fax Number:	(866)947-1121		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	(585) 263-1000		
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-NEW		
NAME OF SUBMITTER:	Kristen M. Walsh		
Signature:	/kristenmwash/		
Date:	01/23/2009		

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Total Attachments: 3
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SCHEDULE B

TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT ("Assignment") is made and dated as of November 18, 2008, by and between Soup2Nuts Inc., a Delaware corporation having an address of 80 Coolidge Road, Watertown, Massachusetts 02172 ("Assignor") and ESPN, INC., a Delaware corporation having an address of ESPN Plaza, Bristol, Connecticut 06010 ("Assignee").

WHEREAS, pursuant to the terms of that certain Asset Purchase and Sale Agreement (the "Purchase Agreement") dated as of November 18, 2008 between Assignee and Assignor, Assignor has agreed to transfer, convey, assign and deliver to Assignee, its successors and assigns, all of its rights, title and interest in and to the Assets (as defined in the Purchase Agreement);

WHEREAS, among the Assets is the "Talking Tattoos" trademark ("Trademark") owned by Assignor and for which Assignor filed a trademark application with the U.S. Patent & Trademark Office on April 16, 2008 (Serial No. 77/449929);

WHEREAS, Assignee desires to acquire from Assignor, and Assignor agrees to transfer and assign to Assignee, all of Assignor's 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;

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

1. Assignment. Assignor hereby transfers and assigns to Assignee, as fully and entirely as the same would have been held and enjoyed by Assignor if this transfer and assignment had not been made, and Assignee hereby accepts the transfer and assignment of, (i) all of Assignor's 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 Assignor to bring an action, whether at law or in equity, against any third party for infringement or other misuse 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. Assignor hereby consents and agrees 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. Representations and Warranties. Assignor represents and warrants that (i) Assignor has the authority to make the transfer and assignment herein and to carry out the transactions contemplated hereby; (ii) neither Assignor nor, to its knowledge, any entity controlled by, controlling or under common control with Assignor, own any other trademark applications or

registrations relating to the Trademark; (iii) no outstanding claims against Assignor's rights in and to the Trademark currently exist; (iv) Assignor is not prohibited, nor in any manner otherwise restricted, by any law, regulation or administrative or judicial order of the United States from entering into this Purchase Agreement or carrying out its provisions or the transactions contemplated thereby; and (v) Assignor will execute any other documents that may be necessary to effectuate the transfer and assignment of the Trademark Rights to Assignee.

4. Indemnification. Assignor agrees to and shall indemnify, defend and hold harmless Assignee and its parent, subsidiary and affiliated companies, and each of their respective directors, shareholders, officers, agents, employees, successors and assigns, from and against any and all third party claims, demands, suits, judgments, damages, costs, losses and expenses (including reasonable attorneys' fees and expenses) arising out of any breach or alleged breach by Assignor of this Purchase Agreement.

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

6. Counterparts. This Purchase 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 Purchase 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 Purchase Agreement is to be enforced. This Purchase 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 Purchase Agreement to be deemed an original counterpart.

7. Amendment and Waiver. No change, modification, amendment or waiver to this Purchase Agreement shall be binding unless in writing signed by both parties. A waiver shall in no event be deemed a continuing waiver unless specifically so designated in writing.

8. Subject to Purchase Agreement. This Trademark Assignment is in addition to, and not in lieu of, the Purchase Agreement and is subject to the Purchase Agreement in all respects.

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

SOUP2NUTS INC.

By: [Signature]
Name: Charles Lynn, Jr.
Title: VP of Production

ACCEPTED AND AGREED TO:

ESPN, INC.

By: [Signature]
Name: Marie P. Donoghue
Title: Senior Vice President
Business Affairs & Development