

TRADEMARK ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT												
NATURE OF CONVEYANCE:	CHANGE OF NAME												
CONVEYING PARTY DATA													
<table border="1" style="width:100%; border-collapse: collapse;"> <thead> <tr> <th style="width:30%;">Name</th> <th style="width:30%;">Formerly</th> <th style="width:15%;">Execution Date</th> <th style="width:25%;">Entity Type</th> </tr> </thead> <tbody> <tr> <td>Classic Ink, Inc.</td> <td>FORMERLY C.S. Anderson Enterprises, Inc.</td> <td>03/03/2006</td> <td>CORPORATION: TEXAS</td> </tr> <tr> <td>C.S. Anderson Enterprises, Inc.</td> <td></td> <td>09/20/2002</td> <td>CORPORATION: TEXAS</td> </tr> </tbody> </table>		Name	Formerly	Execution Date	Entity Type	Classic Ink, Inc.	FORMERLY C.S. Anderson Enterprises, Inc.	03/03/2006	CORPORATION: TEXAS	C.S. Anderson Enterprises, Inc.		09/20/2002	CORPORATION: TEXAS
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CORRESPONDENCE DATA													
Fax Number: (214)739-5209 <i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i> Phone: 214-292-8301 Email: shemingway@hemlaw.org Correspondent Name: D. Scott Hemingway Address Line 1: 1717 Main Street Suite 2500 Address Line 4: Dallas, TEXAS 75201													
NAME OF SUBMITTER:	D. Scott Hemingway												
Signature:	/D. Scott Hemingway/												
Date:	04/29/2009												

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IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

In the Matter of Trademark Registrant:

Classic Ink, Inc.	§
(formerly C.S. Anderson	§
Enterprises, Inc.)	§
	§
Registration No. 2,755,164	§
	§
Serial No. 76/319,819	§
	§
Filed: Oct. 1, 2001	§
	§
Mark: TAMPA BAY ROWDIES	§
	§

NOTICE OF REGISTRANT’S CORPORATE NAME CHANGE

Registrant, Classic Ink, Inc. (formerly C.S. Anderson Enterprises, Inc.) in the above-identified trademark registration provides the U.S. Patent and Trademark Office with notice as follows:

Registrant

1. Registrant, Classic Ink, Inc. is a corporation duly organized under the laws of the State of Texas and having a principal place of business at 11550 Plano Road, Suite 309, Dallas, Texas, which was previously named C.S. Anderson Enterprises, Inc. prior to a registered name change amendment to its Articles of Incorporation on May 3, 2006.

2. Registrant is the one, only, exclusive and true owner of all right, title and interest to the federal trademark “TAMPA BAY ROWDIES,” United States Trademark Registration No. 2,755,164 (“the ‘164 Registration”), registered on August 26, 2003 for use on “clothing, namely t-shirts, sweatshirts, jerseys, hats and caps.”

3. Because there has been a cloud placed on the proper ownership of the '164 Registration (*See Notice of Deficient Assignment filed contemporaneously herewith*) the Registrant files the present Notice.

4. The Registrant's name is Classic Ink, Inc. (formerly C.S. Anderson Enterprises, Inc.).

5. The contact attorney for the Registrant is as follows:

D. Scott Hemingway,
Hemingway & Hansen, LLP
1717 Main Street, Suite 2500
Dallas Texas 75201

6. The address and contact person for the Registrant is as follows:

Adam Walterscheid
Jeff Henderson
Classic Ink, Inc.
11550 Plano Rd. Ste. 309
Dallas Texas 75243

Factual Background

Registrant, Classic Ink, Inc. (formerly C.S. Anderson Enterprises, Inc.)

7. On September 27, 2001, C.S. Anderson Enterprises, Inc. was incorporated with the Secretary of State's Office for the State of Texas. *Exhibit 1, Articles of Incorporation.*

8. Mr. Christian Anderson was identified in the Articles of Incorporation filed with the Texas Secretary of State's Office on September 27, 2001 as the President, Secretary and Treasurer, and Mr. Anderson was the sole shareholder when the Articles of Incorporation were filed with the Texas Secretary of States Office. *Exhibit 1, Articles of Incorporation and Share Certificate No. 1 (1000 shares).*

9. C.S. Anderson Enterprises, Inc. was formed to market and promote sports apparel, including conducting business activities such as the marketing, promotion, manufacture, sale, and distribution of clothing and merchandise showing the name and/or logo of classic sports teams, including T-shirts, sweatshirts, jerseys, caps and hats possessing such logos and team names. *Exhibit 1, Articles of Incorporation.*

10. On May 2, 2005, C.S. Anderson Enterprises, Inc. filed an Assumed Name registration for "Classic Sports Logos" with the Secretary of State's Office for the State of Texas. *Exhibit 2, Assumed Name Registration.*

11. On May 10, 2005, C.S. Anderson, Inc. amended its Articles of Incorporation to issue additional shares to the corporation, 2000 total shares, of which 500 shares were subsequently assigned to Mr. Mark Scott. *Exhibit 3, Amendment to Articles of Incorporation, Exhibit 5, Stock Certificate No. 2 to Mr. Scott, May 11, 2005.*

12. As of December 22, 2005, the only outstanding and issued stock in C.S. Anderson Enterprises, Inc. was 1500 shares issued to Mr. Christian S. Anderson (1000 shares) and Mr. Mark Scott (500 shares). *Exhibit 4, Stock Purchase Agreement, p. 1, 4.*

13. On December 22, 2005, the only shareholders in C.S. Anderson Enterprises, Inc. sold all the outstanding and issued shares in the company to Mr. Jeff Henderson and Mr. Adam Walterscheid in a Stock Purchase Agreement. *Exhibit 4, Stock Purchase Agreement; Exhibit 5, Stock Certificate No. 2 and Stock Powers Assigning All Shares.*

14. On December 22, 2005, the Board of Directors for C.S. Anderson Enterprises, Inc. (Mr. Anderson, Ms. Anderson and Mr. Scott) resigned their positions as officers and directors of C.S. Anderson Enterprises, Inc. *Exhibit 6, Letters of Resignation.*

15. Even though there was a transfer of stock ownership and resignation of the officers/directors of C.S. Anderson Enterprises, Inc., the assets of the company, such as trademark registrations, company goodwill, or other assets, remained a corporate asset of C.S. Anderson Enterprises, Inc. and no such corporate assets were transferred as part of the Stock Purchase Agreement. *Exhibit 4, Stock Purchase Agreement, Dec. 22, 2005, ¶4.4, 4.5, p. 5; Exhibit 9, Trademark Registration No. 2,755,164, registered Aug. 26, 2003 and assigned to C.S. Anderson Enterprises, Inc. (see Assignment Recordation, April 23, 2002).*

16. On March 3, 2006, the corporate name of C.S. Anderson Enterprises, Inc. was amended and changed to Classic Ink, Inc., and the registered agent for Classic Ink, Inc. (formerly C.S. Anderson Enterprises, Inc.) was identified as Mr. Adam Walterscheid. *Exhibit 7, Articles of Incorporation Amendment to Corporate Name.*

17. Classic Ink, Inc. is a corporation in good standing with the Texas Secretary of State's Office, the corporate filings for Classic Ink, Inc. are current, with Mr. Jeffrey Henderson and Mr. Adam Walterscheid identified as the directors, president, vice president, treasurer and secretary. *Exhibit 8, Request for Corporate Records.*

18. If one were to inquire as to the ownership of C.S. Anderson Enterprises, Inc. with the Texas Secretary of State's Office, the Plaintiff Classic Ink, Inc. is the only corporate entity with the Texas Secretary of State's Office that is identified as relating in any manner to C.S. Anderson Enterprises, Inc. *Exhibit 8, Request for Corporate Records.* and,

19. One would only need to make an inquiry with the Texas Secretary of State's Office in order to identify the Plaintiff Classic Ink, Inc. as the only Texas corporate entity formerly known as C.S. Anderson Enterprises, Inc.

The '164 Trademark Registration for Tampa Bay Rowdies

20. On August 26, 2003, the mark TAMPA BAY ROWDIES was registered as a federal trademark with the United States Patent and Trademark Office and assigned to Registrant Classic Ink, Inc. under its former name, C.S. Anderson Enterprises, Inc. This trademark registration is U.S. Trademark Reg. No. 2,755,164, a copy of which is attached at Exhibit 9. (hereinafter referred to as "the '164 Registration").

21. The '164 Registration was a "word mark" granting exclusive rights to the trademark "Tampa Bay Rowdies" as used on "Clothing, namely T-shirts, sweat-shirts, jerseys, hats and caps. *Exhibit 9, The '164 Registration.*

22. Classic Ink, Inc. owns all right, title and interest to the '164 Registration because the '164 Registration, Classic Ink, Inc. (under its former name C.S. Anderson Enterprises, Inc.) was assigned all right, title and interest to said trademark application and issuing registration. *Exhibit 10, Notice of Recordation of Assignment, Sept. 20, 2002, Assignment to C.S. Anderson Enterprises, Inc., Dec. 19, 2001.*

23. Classic Ink, Inc. (under this name or its former name C.S. Anderson Enterprises, Inc.) and its authorized representatives have never assigned, transferred or otherwise disposed of said corporate asset to any other entity or person.

24. Under the Trademark Manual of Examining Procedure (TMPE) Section 3.1, an "assignment means a transfer by a party of all or part of its right, title and interest

to a registered mark or a mark for which an application to register has been filed.” *TMEP* §3.1.

25. While assignments of trademark rights may be recorded with the Trademark Office, the Trademark Manual of Examining Procedure (TMEP) Section 1604.07(e) states that “[a] mere change of the name of a party is not a change of entity and will not require an inquiry regarding ownership if there is clear title in the party who filed the §8 affidavit.” *TMEP* §1604.07.

26. There does not appear to be any legal obligation under the law or Trademark Office regulations to register a change in corporate name for the owner of the ‘164 Registration because there was no assignment, transfer, or other disposition of trademark rights to another person or entity – the ‘164 Trademark Registration has remained a corporate asset of Classic Ink, Inc. (formerly C.S. Anderson Enterprises, Inc., which is the same corporate entity). See *U.S. v. 1234 Watches*, 2002 U.S. Dist. Lexis 28357 (C.D. Cal. Jan. 16, 2002); *Chen Ming Huang v. Tzu Wei Chen Food Co.*, 849 F.2d 1458, 1460 (Fed. Cir. 1988); *Dept. of Justice v. Calspan Corp.*, 578 F.2d 295, 300 (C.C.P.A. 1978).

The False Assignment of Rights to the ‘164 Registration

27. More than two years after the only shareholders in C.S. Anderson Enterprises, Inc. (including Mr. Chris Anderson and Mr. Scott) sold all the outstanding and issued shares in the company to Mr. Jeff Henderson and Mr. Adam Walterscheid in a December 22, 2005 Stock Purchase Agreement, Defendants Citrus Ventures and Citrus Sports Group negotiated and executed a false assignment with Mr. Chris Anderson on May 7, 2008 that purported to transfer all right, title and interest to the ‘164 Registration

to the Citrus Sports Group, LLC. *Exhibit 4, Stock Purchase Agreement, Exhibit 5, Stock Power, Exhibit 12, Alleged Contract.*

28. More than two years after the Board of Directors for C.S. Anderson Enterprises, Inc. (including Mr. Chris Anderson, Ms. Anderson and Mr. Scott) resigned their positions as officers and directors of C.S. Anderson Enterprises, Inc., Defendants Citrus Ventures and Citrus Sports Group negotiated and executed a false assignment with Mr. Chris Anderson on May 7, 2008 that purported to transfer all right, title and interest to the '164 Registration to the Citrus Sports Group, LLC. *Exhibit 6, Letters of Resignation, Exhibit 12, Alleged Contract.*

29. More than two years after the name of C.S. Anderson Enterprises, Inc. was amended and changed by the Texas Secretary of State's Office to Classic Ink, Inc., and the registered agent for Classic Ink, Inc. (formerly C.S. Anderson Enterprises, Inc.) was identified as Mr. Adam Walterscheid with the Texas Secretary of State's Office, Defendants Citrus Ventures and Citrus Sports Group jointly participated in the negotiation, transmission and execution of a false assignment with Mr. Chris Anderson on May 7, 2008 that purported to transfer all right, title and interest to the '164 Registration. *Exhibit 12, Alleged Contract.*

30. At the time Mr. Chris Anderson signed the May 7, 2008 false assignment of rights, he did not own any shares in Classic Ink, Inc. (formerly C.S. Anderson Enterprises, Inc.), he was not an officer, director, or registered agent for Classic Ink, Inc. (formerly C.S. Anderson Enterprises, Inc.), and he held no right of ownership, controller, or agent with respect to any assets held by Classic Ink, Inc. (formerly C.S. Anderson Enterprises, Inc.). *Exhibit 4, Stock Purchase Agreement, Exhibit 5, Stock Power, Exhibit*

6, Letters of Resignation, Exhibit 7 and 8, Recordation of Name Change and Corporate Officers/Directors for Classic Ink, Inc. (formerly C.S. Anderson Enterprises, Inc.).

31. Mr. Anderson is falsely identified as "Owner" of C.S. Anderson Enterprises, Inc. on the May 7, 2008 Agreement with Citrus Sports Group, LLC, which was transmitted from a fax machine at Citrus Ventures to Mr. Anderson on May 7, 2008. Exhibit 12, p. 3 (signature page and fax header).

32. The contract dated May 7, 2008 purporting to assign and transfer all rights to the '164 Registration is null and void, and it has no effect on the valid rights held by Classic Ink, Inc. (formerly C.S. Anderson Enterprises, Inc.) to the '164 Registration, which all right, title and interest still are maintained in, by and for Classic Ink, Inc.

33. One or more of the parties that signed this false trademark assignment dated May 7, 2008 knew at that time that Mr. Anderson did not own or control any corporate assets of Classic Ink, Inc. (formerly C.S. Anderson Enterprises, Inc.), including the '164 Trademark Registration, but the May 7, 2008 agreement was signed anyway.

34. One or more of the parties that signed this false trademark assignment dated May 7, 2008 knew at that time that Mr. Anderson did not own or control any shares or other ownership interest in Classic Ink, Inc. (formerly C.S. Anderson Enterprises, Inc.), but the May 7, 2008 agreement was signed anyway.

35. One or more of the parties that signed this false trademark assignment dated May 7, 2008 knew at that time that Mr. Anderson did hold any position as owner, president, vice president, secretary, treasurer, officer or director in Classic Ink, Inc. (formerly C.S. Anderson Enterprises, Inc.), but the May 7, 2008 agreement was signed anyway.

36. One or more of the parties to this false trademark assignment dated May 7, 2008 caused the May 7, 2008 contract to be recorded on May 13, 2008 with the U.S. Patent & Trademark Office under the false representation that C.S. Anderson Enterprises, Inc.(a Texas corporation) had assigned all right, title and interest to the '164 Registration to the Citrus Sports Group. *Exhibit 11, Assignment Recordation with False Assignment, Exhibit 12, Reel 3776, Frame No. 0562-67, May 7, 2008 Contract.*

37. When filed with the U.S. Patent & Trademark Office, one or more parties to this contract dated May 7, 2008 knew that the assignment of rights was null and void because the party executing the May 7, 2008 agreement was not an owner, director, controller or authorized agent for Classic Ink, Inc. (formerly C.S. Anderson Enterprises, Inc.) and that party to the May 7, 2008 contract had no authorization to negotiate, execute or sign such agreement on behalf of the rightful trademark owner.

38. When filed with the U.S. Patent & Trademark Office on May 13, 2008, several pages from the May 7, 2008 Agreement were omitted from the filing. *See Exhibit 11, False Assignment Recorded with Trademark Office, p. 4 and 5 omitted.*

39. One or more of the parties to this May 7, 2008 agreement actually knew, or had reason to know by virtue of the public records maintained by the Texas Secretary of State's Office, that the May 7, 2008 agreement was not an authorized or legally valid conveyance of any property rights to the '164 Registration.

Request for Corporate Name Change

40. The action of filing the May 7, 2008 agreement with the Records branch of the U.S. Patent & Trademark Office on May 13, 2008 has placed a cloud on the title to the Registrant's property rights to the '164 Registration.

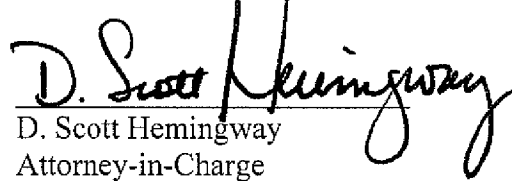
41. The existence of this ownership dispute has been identified to a potential licensee of the '164 Registration, and has caused interference and interfered with those prospective contractual negotiations the Registrant has been having a potential licensee.

42. The Registrant's property right has been interfered with by virtue of the actions of Defendants the May 7, 2008 agreement was not an authorized or legally valid conveyance of any property rights to the '164 Registration.

43. Because a cloud has been placed over the property rights surrounding and related to the '164 Registration, the Registrant requests that U.S. Patent & Trademark Office clearly identify the registrant as "Classic Ink, Inc." or "Classic Ink, Inc. (formerly C.S. Anderson Enterprises, Inc.)" as the Registrant in the assignment Records.

Dated: 4/29/08

Respectfully submitted,



D. Scott Hemingway
Attorney-in-Charge

Texas Bar No. 09407880

Eugenia S. Hansen

Hemingway & Hansen, LLP

8117 Preston Road, Suite 460

Dallas, Texas 75225

Ph: (214) 292-8301


Fax: (214) 739-5209

Attorneys for Classic Ink, Inc.

VERIFICATION

I, Jeff Henderson, am Vice President of Classic Ink, Inc. (formerly named C.S. Anderson Enterprises, Inc.), and I am a citizen of the United States and a resident of the State of Texas. I am authorized by Classic Ink, Inc. to take this action. I have read the foregoing document and declare under penalty of perjury under the laws of the United States of America that the foregoing factual averments are true and correct to the best of my knowledge and belief.

Classic Ink, Inc.



Jeff Henderson
Vice President

4-28-09
Date

EXHIBIT 1

FILED
In the Office of the
Secretary of State of Texas

SEP 27 2001

ARTICLES OF INCORPORATION

OF

Corporations Section

C. S. ANDERSON ENTERPRISES, INCORPORATED

THE STATE OF TEXAS §

COUNTY OF DALLAS §

KNOW ALL MEN BY THESE PRESENTS, THAT:

I, D. SCOTT HEMINGWAY, being a natural person at least eighteen years of age and who is a private citizen of the State of Texas, do hereby make application for the purpose of forming a private corporation under, by virtue of, and according to the laws of the State of Texas, and the terms thereof and conditions thereof as follows:

I.

NAME

The name of the corporation is C. S. Anderson Enterprises, Incorporated.

II.

PRINCIPAL OFFICE

The principal office of the corporation is located at 5450 Emerson Avenue, Dallas, Texas 75209.

III.

DURATION

The period of duration is perpetual.

IV.

PURPOSE

The purpose for which the corporation is organized is the marketing and promotion of sports apparel.

V.

SHARES

The corporation shall have the authority to issue an aggregate number of one thousand shares (1,000) of capital stock; the said capital stock shall consist of one thousand (1,000) shares of common stock without par value. The shares shall have identical rights and privileges in every respect. All one thousand shares shall be issued to Christian Anderson.

VI.

PRE-EMPTIVE RIGHTS

The shareholders of the corporation shall have no pre-emptive rights to acquire additional capital stocks or treasury shares held by the corporation. Upon a unanimous vote, the Board of Directors of the corporation shall have the exclusive right to designate to whom additional shares of capital stock or treasury shares of the corporation may be sold.

VII.

REGISTERED OFFICE AND AGENT

The street address of its initial registered office is C. S. Anderson Enterprises, Incorporated, 8117 Preston Road, Suite 800, Dallas, Texas, 75225 and the name and phone number of the corporation's registered agent is D. Scott Hemingway, (214) 750-3362.

VIII.

BYLAWS

To the extent necessary, the initial bylaws shall be adopted by the Board of Directors. The power to adopt, alter, amend, or repeal the initial bylaws or adopt new bylaws is vested in the unanimous vote of the board of directors.

IX.

MAJORITY VOTES

A majority vote by the Directors is sufficient for any action which requires the vote or concurrence of shareholders.

X.

CUMULATIVE VOTING PROHIBITED

Cumulative voting by the shareholders of the corporation at any election for directors is expressly prohibited.

XI a.

BOARD OF DIRECTORS

The number of directors constituting the initial board of directors is one (1), and the name and address of the person who is to serve as director until replaced is:

Director, President and Secretary
Christian Anderson
5450 Emerson Ave.
Dallas, TX 75209

XI b.

The Directors and number of Directors of the Corporation as set forth in clause (a) of this article shall constitute the authorized Directors and number of Directors until changed by an amendment of a bylaw, as adopted by the unanimous vote of the Directors.

XI c.

Christian Anderson shall be appointed Director, President and Secretary of the Corporation.

XII.

INCORPORATOR

The name of the incorporator is:

D. Scott Hemingway
Preston Commons West
8117 Preston Road, Suite 800
Dallas, TX 75225

XIII.

DIRECTORS

Except as may be otherwise provided in Article 2.41 of the Texas Business Corporation Act, and subject to Article 2.35-1 of the Texas Business Corporation Act, no contract, act or transaction of the Corporation with any person or persons, firm, trust or association, or any other Corporation shall be affected or invalidated by the fact that any director, officer, or shareholder of the Corporation is a party to or is interested in such contract, act or transaction, or in any way connected with such person or persons, firm, trust or association, or is a director, officer or shareholder of or otherwise interested in any such other Corporation, nor shall any duty to pay damages on account to the Corporation be imposed upon such director, officer or shareholder of the Corporation solely by reason of such fact, regardless of whether the vote, action or presence of any such director, officer or shareholder maybe, or may have been, necessary to obligate the Corporation on or in connection with such contract, act or transaction, provided that if such vote, action, or presence is, or shall have been, necessary, such interest or connection (other than an interest as a non-controlling shareholder of any such other Corporation) be known or disclosed to the Board of Directors of the Corporation.

A director of the Corporation shall not be liable to the Corporation or its shareholders for monetary damages for an act or omission in the director's capacity as a director, except to the extent otherwise expressly provided by the Texas Miscellaneous Corporation Laws Act and/or the Texas Business Corporation Act, as such statutes now exist or may hereafter be amended. Any repeal or modification of this paragraph by the shareholders of the Corporation shall be prospective only and shall not adversely affect any limitation on the personal liability of a director of the Corporation existing at the time of such repeal or modification.

XIV.

INDEMNIFICATION INSURANCE

- A. Persons. The corporation shall indemnify, to the extent provided in paragraphs B, D, or F.
1. any person who is or was a director, officer, agent or employee of the corporation; and
 2. any person who serves or served at the corporation's request as a director, officer, agent, employee, partner or trustee of another corporation or of a partnership, joint venture, trust or other Enterprises.
- B. ~~Extent-Defivative~~ Suits. In case of a suit by or in the right of the corporation against a person named in Paragraph A, the corporation shall indemnify him if he satisfies the standard in Paragraph C for expenses (including attorney fees, but excluding

the amounts paid in settlement) actually and reasonably incurred by him in connection with the defense of a suit.

C. **Standard-Derivative Suits.** In case of a suit by or in the right of the corporation, a person named in Paragraph A shall be indemnified only if:

1. he is successful on the merits or otherwise; or
2. he acted in good faith in the transaction which is the subject of the suit, and in a manner he reasonably believed to be in, or not opposed to, the best interests of the corporation.

However, he shall not be indemnified in respect to any claim, issue, or matter as to which he has been adjudged liable for negligence or misconduct in the performance of his duty to the corporation unless (and only to the extent that) the Court in which the suit was brought shall determine, upon application, that despite the adjudication but in view of all the circumstances, he is fairly and reasonably entitled to indemnity for such expenses as the Court shall deem proper.

D. **Extent - Nonderivative Suits.** In case of a suit, action or proceeding (whether civil, criminal, administrative or investigative), other than a suit brought by or in the right of the corporation, together hereafter referred to as a nonderivative suit, against a person named in Paragraph A, the corporation shall indemnify him if he satisfies the standard in Paragraph E, for amounts actually and reasonably incurred by him in connection with the defense or settlement of the nonderivative suit as 1) expenses including attorney fees, 2) amounts paid in settlement, 3) judgments, and 4) fines.

E. **Standard - Nonderivative Suits.** In case of a nonderivative suit, a person named in Paragraph A shall be indemnified only if:

1. he is successful on the merits or otherwise, or
2. he acted in good faith in the transaction which is the subject of the nonderivative suit, and in a manner he reasonably believed were in the best interests of the corporation and, with respect to any criminal action or proceeding, he had no reason to believe his conduct was unlawful. The termination of a non-derivative suit by judgment, order, settlement, conviction, or upon plea of nolo contendere or its equivalent shall not, of itself, create a presumption that the person failed to satisfy the standard of this Paragraph E.2.

F. **Determination that Standard has been Met.** A determination that the standard of Paragraph C or E has been satisfied may be made by a court, or, except as stated in Paragraph C.2. (2nd sentence), the determination may be made by:

1. a majority of the directors of the corporation (whether or not a quorum) who were not parties to the action, suit or proceeding, or

2. independent legal counsel appointed by a majority of the directors of the corporation, whether or not a quorum, or elected by the shareholders of the corporation, or
3. the shareholders of the corporation.

G. Proration. Anyone making a determination that a person has met the standard as to some matters, but not as to others, may reasonably prorate the amount identified.

H. Nonexclusive. The indemnification provided by Paragraphs A - G shall not be exclusive of any other rights to which a person may be entitled by law, bylaw, agreement, vote of shareholders or disinterested directors, or otherwise.

L Continuation. The indemnification and advance payment provided by Paragraphs A - H shall continue as to a person who has ceased to hold a position named in Paragraph A and shall inure to his heirs, executors, and administrator.

I. Insurance. The Corporation may purchase and maintain insurance on behalf of any person who holds or who has held any position named in Paragraph A, against any liability by him in any such position, or arising out of his status as such, whether or not the corporation would have power to indemnify him against such liability under Paragraphs A - H.

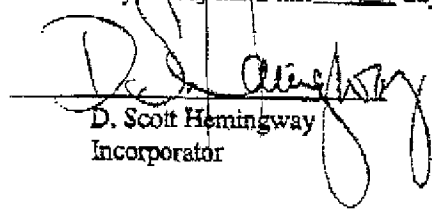
K. Reports. Indemnification payments, advance payments, and insurance purchases and payments made under Paragraphs A - K shall be reported in writing to the shareholders of the corporation with the next notice of annual meeting or within six (6) months, whichever is sooner.

XV.

SHAREHOLDER CONSENT ELECTION

It is hereby provided that in accordance with Article 9.10.A of the Texas Business Corporation Act, any action required to be taken at any annual or special meeting of the shareholders, or any action which may be taken at any annual or special meeting of shareholders, may be taken without a vote of the shareholders if a consent or consents in writing, setting forth the action so taken, shall have been signed by the Directors and the holder or holders of shares having not less than the minimum number of votes that would be necessary to take such action at a meeting at which the holders of all shares entitled to vote on the action were present and voted.

September IN WITNESS WHEREOF, I have hereunto my set my hand this 25th day of September, 2001.


D. Scott Hemingway
Incorporator

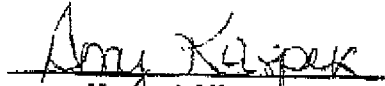
THE STATE OF TEXAS
COUNTY OF DALLAS

2009 09 25

BEFORE ME, the undersigned authority on this day appeared D. Scott Hemingway, who is personally known to me and who is a natural person over the age of eighteen years, a citizen of the State of Texas, and having been by me duly sworn, states an oath that the facts set out in the foregoing Articles of Incorporation are true and correct.

SWORN TO AND SUBSCRIBED BEFORE ME, to certify which witness my hand and seal of office this 25th day of September, 2001.




Notary Public for the
State of Texas

© 1994, 2003 LAWRENCE & BERTHOUD, INC.

Organized under the laws of the State of Texas



CERTIFICATE

SHARES

1,000

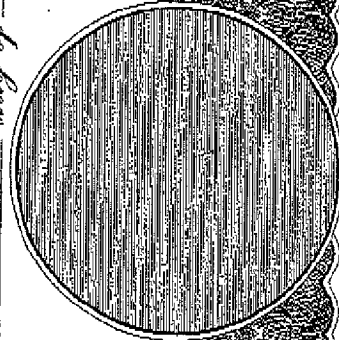
C.S. Anderson Enterprises, Incorporated
TWO THOUSAND SHARES AUTHORIZED - NO PAR VALUE

See reverse for sale and transfer restrictions.

This is to Certify that Christian Anderson is
the registered holder of One Thousand Shares

transferable only on the books of the Corporation by the holder hereof, in person or by
Attorney, upon surrender of this Certificate properly endorsed.

In Witness Whereof, the said Corporation has caused this Certificate to be signed by
its duly authorized officer(s) this 30th day of September, 2001.



PRESIDENT

[Signature]

TRADEMARK

REEL: 003978 FRAME: 0568

EXHIBIT 2

Corporations Section
P.O.Box 13697
Austin, Texas 78711-3697



Roger Williams
Secretary of State

Office of the Secretary of State

**CERTIFICATE OF FILING
OF**

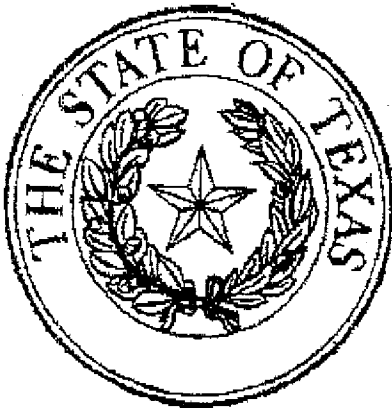
C.S. Anderson Enterprises, Incorporated
Filing Number: 800015258
Assumed Name:
Classic Sports Logos

The undersigned, as Secretary of State of Texas, hereby certifies that the assumed name certificate for the above named entity has been received in this office and filed as provided by law on the date shown below.

ACCORDINGLY the undersigned, as Secretary of State, and by virtue of the authority vested in the Secretary by law hereby issues this Certificate of Filing.

Dated: 05/02/2005

Effective: 05/02/2005



A handwritten signature in black ink that reads "Roger Williams".

Roger Williams
Secretary of State

Phone: (512) 463-5535
Prepared by: WEBSUBSCRIBER

Come visit us on the internet at <http://www.sos.state.tx.us/>
Fax: (512) 463-5709

TTY: 7-1-1
Document: 89428700002

TRADEMARK
REEL: 003978 FRAME: 0570



Office of the Secretary of State
Corporations Section
P.O. Box 13697
Austin, Texas 78711-3697
(Form 503)

Filed in the Office of the
Secretary of State of Texas
Filing #: 800015258 5/2/2005
Document #: 89428700062
Image Generated Electronically
for Web Filing

**ASSUMED NAME CERTIFICATE
FOR FILING WITH THE SECRETARY OF STATE**

1. The name of the corporation, limited liability company, limited partnership, or registered limited liability partnership as stated in its articles of incorporation, articles of organization, certificate of limited partnership, application for certificate of authority or comparable document is
C.S. Anderson Enterprises, Incorporated

2. The assumed name under which the business or professional service is or is to be conducted or rendered is
Classic Sports Logos

3. The state, country, or other jurisdiction under the laws of which it was incorporated, organized or associated is TEXAS, and the address of its registered or similar office in that jurisdiction is: 8117 Preston Road, Suite 800, Dallas, TX, USA 75225

4. The period, not to exceed 10 years, during which the assumed name will be used is (enter number of years or a date of expiration): 05/02/2015

5. The entity is a (check one):
A.

<input checked="" type="checkbox"/> Business Corporation	<input type="checkbox"/> Non-Profit Corporation
<input type="checkbox"/> Professional Corporation	<input type="checkbox"/> Professional Association
<input type="checkbox"/> Limited Liability Company	<input type="checkbox"/> Limited Partnership
<input type="checkbox"/> Registered Limited Liability Partnership	

5. B. If the entity is some other type business, professional or other association that is incorporated, please specify below. (e.g., bank, savings and loan association, etc.)

6. If the entity is required to maintain a registered office in Texas, the address of the registered office is
8117 Preston Road, Suite 800, Dallas, TX, USA 75225
and the name of its registered agent at such address is
D. Scott Hemingway
The address of the principal office (if not the same as the registered office) is

7. If the entity is not required to or does not maintain a registered office in Texas, the office address in Texas is

and if the entity is not incorporated, organized or associated under the laws of Texas, the address of its place of business in Texas is

and the office address elsewhere is

8. The county or counties where business or professional services are being or are to be conducted or rendered under such assumed name are (if applicable, use the designation "ALL" or list the specific county or counties below.)

ALL COUNTIES

9. The undersigned, if acting in the capacity of an attorney-in-fact of the entity, certifies that the entity has duly authorized the attorney-in-fact in writing to execute this document.

C.S. Anderson Enterprises, Incorporated

Name of the entity

By: Christian Anderson, president

Signature of officer, general partner, manager,
representative or attorney-in-fact of the entity

NOTE

This form is designed to meet statutory requirements for filing with the secretary of state and is not designed to meet filing requirements on the county level. Filing requirements for assumed name documents to be filed with the county clerk differ. Assumed name documents filed with the county clerk are to be executed and acknowledged by the filing party, which requires that the document be notarized.

FILING OFFICE COPY

EXHIBIT 3

Corporations Section
P.O.Box 13697
Austin, Texas 78711-3697



Roger Williams
Secretary of State

Office of the Secretary of State

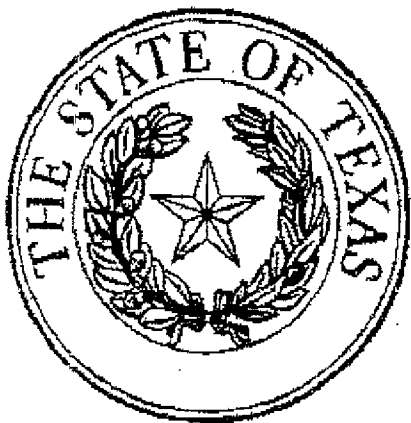
**CERTIFICATE OF AMENDMENT
OF**

**C.S. Anderson Enterprises, Incorporated
800015258**

The undersigned, as Secretary of State of Texas, hereby certifies that the attached Articles of amendment for the above named entity have been received in this office and have been found to conform to law.

ACCORDINGLY the undersigned, as Secretary of State, and by virtue of the authority vested in the Secretary by law hereby issues this Certificate of Amendment.

Dated: 05/10/2005
Effective: 05/10/2005



A handwritten signature in black ink that reads "Roger Williams".

Roger Williams
Secretary of State

Phone: (512) 463-5555
Prepared by: Lisa Jones

Come visit us on the Internet at <http://www.sos.state.tx.us/>
Fax: (512) 463-5709

TTY: 7-1-1
Document: 90204970002

**TRADEMARK
REEL: 003978 FRAME: 0574**

BLACK, KAMAN & GRAHAM Fax: 9723530909

May 10 2006 12:41 P.02

Form 404
Rev (09/03)

Form 404
(revised 9/03)



This space reserved for office use.

Return in Duplicate to:
Secretary of State
P.O. Box 13697
Austin, TX 78711-3697
FAX: 512/463-5709
Filing Fee: \$150

Articles of Amendment
Pursuant to Article 4.04,
Texas Business
Corporation Act

FILED
In the Office of the
Secretary of State of Texas
MAY 10 2006
Corporations Section

Article 1 -Name

The name of the corporation is as set forth below:

C.S. Anderson Enterprises, Incorporated

State the name of the entity as it is currently shown in the records of the secretary of state. If the amendment changes the name of the entity, state the old name and not the new name in Article 1.

The filing number issued to the corporation by the secretary of state is: 800015258

Article 2 - Amended Name

(If the purpose of the articles of amendment is to change the name of the corporation, then use the following statement)

The amendment changes the articles of incorporation to change the article that names the corporation. The article in the Articles of Incorporation is amended to read as follows:

The name of the corporation is (state the new name of the corporation below)

N/A

The name of the entity must contain an organizational ending or accepted abbreviation of such term. The name must not be the same as, deceptively similar to or similar to that of an existing corporate, limited liability company, or limited partnership name on file with the secretary of state. A preliminary check for "name availability" is recommended.

Article 3 - Amendment to Registered Agent/Registered Office

The amendment changes the articles of incorporation to change the article stating the registered agent and the registered office address of the corporation. The article is amended to read as follows:

Registered Agent of the Corporation

(Complete either A or B, but not both. Also complete C.)

A. The registered agent is an organization (cannot be corporation named above) by the name of:

OR

B. The registered agent is an individual resident of the state whose name is set forth below

First Name	MI	Last Name	Suffix

Registered Office of the Corporation (Cannot be a P.O. Box.)

C. The business address of the registered agent and the registered office address is

Street Address	City	State	Zip Code
		TX	

BLACK, MANN & GRAHAM Fax: 9723530909

May 10 2 12:42 P.03

Article 4—Other Altered, Added, or Deleted Provisions

Other changes or additions to the articles of incorporation may be made in the space provided below. If the space provided is insufficient to meet your needs, you may incorporate the additional text by providing an attachment to this form. Please read the instructions to this form for further information on format.

Text Area (The attached addendum, if any, is incorporated herein by reference.)

Present Article V. is deleted in its entirety, and replaced by the following:

**V.
SHARES**

The Corporation shall have the authority to issue an aggregate number of two thousand shares (2,000) of capital stock; the said capital stock shall consist of two thousand (2,000) shares of common stock without par value. The shares shall have identical rights and privileges in every respect.

Article 5—Date of Adoption

The date of the adoption of the amendment(s) by the shareholders of the corporation, or by the board of directors where no shares have been issued is May 3, 2005

Article 6—Statement of Approval

The amendments to the articles of incorporation have been approved in the manner required by the Texas Business Corporation Act and by the constituent documents of the corporation.

Effective Date of Filing

- A. This document will become effective when the document is filed by the secretary of state.
- OR
- B. This document will become effective at a later date, which is not more than ninety (90) days from the date of its filing by the secretary of state. The delayed effective date is

Execution

The undersigned signs this document subject to the penalties imposed by law for the submission of a false or fraudulent document.



Christian Anderson
Signature of Authorized Officer

5/6/05

May 6, 2005
Date

EXHIBIT 4

STOCK PURCHASE AGREEMENT

THIS AGREEMENT is made this the 22nd day of December, 20____, by and between CHRISTIAN ANDERSON, (hereinafter "Anderson"), MARK SCOTT, (hereinafter "Scott"), (Anderson and Scott being sometimes herein collectively referred to as "Sellers,") JEFF HENDERSON, (hereinafter "Henderson"), and ADAM WALTERSCHEID, (hereinafter "Walterscheid"), (Henderson and Walterscheid hereinafter being sometimes collectively referred to as "Purchasers.")

WHEREAS, Anderson is the owner and holder of Share Certificate No. 1 of C.S. Anderson Enterprises, Inc., (hereinafter the "Corporation"), which represents 1,000 shares of the common stock of the Corporation; and

WHEREAS, Scott is the owner and holder of Share Certificate No. 2 of the Corporation which represents 500 shares of the common stock of the Corporation; and

WHEREAS, Share Certificates Nos. 1 and 2 representing 1,500 shares of the common stock of the Corporation constitute all of the issued and outstanding shares of the common stock of the Corporation; and

WHEREAS, Henderson and Walterscheid each desire to purchase one-half (1/2) of all of the outstanding shares of the common stock of the Corporation; and

WHEREAS, the Sellers desire to sell to Purchasers all of the outstanding shares of the common stock of the Corporation pursuant to the provisions of this Agreement;

NOW, THEREFORE, in consideration of the foregoing and respective representations, warranties, covenants, agreements and conditions hereinafter set forth, the parties hereby agree as follows:

Purchase and Sale of Shares

1.1 Subject to the conditions and terms of this Agreement, the Sellers hereby agree to sell and deliver to the Purchasers at closing all of the issued and outstanding shares of the Corporation.

1.2 The outstanding common stock of the Corporation delivered by Sellers to Purchasers shall be divided between Purchasers, one-half (1/2) to Henderson and one-half (1/2) to Walterscheid.

Consideration

2.1 For and in return for the transfer by the Sellers to the Purchasers, the Purchasers agree to pay to Sellers a purchase price per share of one (1¢) cent, for a total consideration of \$15.00.

2.2 Henderson shall pay one-half (1/2) of the purchase price and Walterscheid shall pay one-half (1/2) of the purchase price. At closing, the total purchase price shall be allocated to the Sellers in accordance with their share ownership.

Closing

3.1 The closing shall take place at the offices of Pony XPress Printing, Inc., 9450 Skillman Avenue, Suite 104, Dallas, Texas, 75243, on 22nd of December, 2005, or on such other date to which the parties hereto shall agree. All of the deliveries and transactions occurring at closing shall be deemed to have occurred simultaneously, and no one delivery or transaction shall be deemed to have occurred until all deliveries and transactions shall have occurred.

3.2 *Delivery by Sellers.* At or prior to closing, Sellers shall deliver to the

Purchasers the following:

- (a) Stock Certificates Nos. 1 and 2, representing 1,500 shares of the Corporation;
- (b) appropriate stock power satisfactory to the Purchasers in the form attached in Addendum 3.2 hereof sufficient to allow the transfer of Share Certificate No. 1 and No. 2 upon the corporate books in accordance with the provisions of this Agreement;
- (c) the resignations, effective immediately, of all current directors and officers of the Corporation, including Anderson, Scott and Carolyn Anderson;
- (d) a document canceling the Stock Purchase Agreement of C.S. Anderson Enterprises, Inc., dated May 6, 2005 between Anderson, Scott and the Corporation.

3.3 *Delivery by Purchasers.* At or prior to the closing, the Purchaser shall deliver to the Sellers the total purchase price.

Representations and Warranties of Sellers

Sellers hereby represent and warrant to Purchasers as follows:

4.1 Due Incorporation:

- (a) The Corporation is duly incorporated, validly existing and in good standing under the laws of the State of Texas with all requisite corporate power and authority to own, lease and operate as properties and to carry on its business.
- (b) True, correct, and complete copies of the Articles of Incorporation, Bylaws and all amendments thereto of the Corporation, and true and correct copies of all minute books of all meetings and resolutions of the Board of Directors and all committees thereof, and all minute books of meetings and resolutions of the Shareholders of the Corporation have been

provided to or made available for inspection by the Purchasers.

4.2 *Due Authorization.* The Sellers have full power and authority to enter into this Agreement and to carry out the transactions contemplated herein, and this Agreement has been duly and validly executed and delivered by the Sellers and constitutes a legal and valid, binding obligation of the Sellers, enforceable against Sellers in accordance with its terms. The execution, delivery and performance of this Agreement in consummation of the transactions contemplated by this Agreement will not; (i) violate any decree or order or judgment of any court or governmental authority; (ii) violate any law or regulation or rule promulgated under any law; (iii) violate or conflict with, or result in a breach of, constitute a default or permit cancellation of any contract to which the Corporation or the Sellers are a party; (iv) permit the acceleration of the maturity of any indebtedness or other obligation of Sellers, or the Corporation; or (v) violate or conflict with any provision of the Articles of Incorporation or By-Laws of the Corporation.

4.3 *Capitalization.*

(a) The duly authorized and issued capital stock of the Corporation consists entirely of 1,500 shares of common stock represented by Share Certificate Nos. 1 and 2, are validly issued and outstanding and owned beneficially and of record by Sellers. The shares being acquired by the Purchasers pursuant to this Agreement are validly issued, fully paid and nonassessible and free of pre-emptive rights.

(b) Except for the 1,500 shares represented by Share Certificate Nos. 1 and 2 and being transferred by Sellers to Purchasers pursuant to this Agreement, there are no shares or other securities of the Corporation issued or outstanding and no subscriptions, options, warrants, cause, rights, convertible securities or other agreements or commitments of any

character which obligate the Sellers or the Corporation to purchase, re-purchase, redeem, acquire, issue, transfer, dispose of, hold, vote or sell any shares or securities of the Corporation.

(c) The delivery of Share Certificate Nos. 1 and 2, and the other instruments delivered by Sellers to the Purchasers at closing and the entry of the name of the Purchasers as the holders of record of the shares transferred by Sellers to Purchasers in the stock register of the Corporation will be sufficient to vest in Purchasers full legal and beneficial ownership of and marketable title to all of the outstanding and issued shares of the common stock of the Corporation free of all encumbrances.

4.4 *No Adverse Change.* The business of the Corporation has been conducted in its ordinary course and there has not been (i) any material adverse change in the financial condition, financial statements, business, properties, assets or results of operations of the Corporation; (ii) any material loss or damage to any of the corporation assets which may or might materially affect or impair the ability of the Corporation to conduct its business; (iii) any sale or transfer of the Corporation of any assets, except items of inventory which have been sold in the ordinary course of business; (iv) any waiver by or on behalf of the Corporation of any right which has material value; or (v) any actual or threatened cancellation of a contract between the Corporation and any third party.

4.5 *Properties.* The Corporation has good and marketable title to and is the legal and beneficial owner of all of its assets used in its business, free and clear of all encumbrances.

4.6 *Litigation.* There are no actions, suits, or other litigation or proceedings or governmental investigations pending or threatened or affecting the Corporation or any of the respective officers, directors, employees or stockholders thereof in their capacity as such, or the

Corporation's assets, or relating to transactions contemplated by this Agreement, and to the best knowledge of Sellers, there are no facts or circumstances which may give rise to any of the foregoing.

4.7 *Accounts Receivable.* At closing date: (I) all accounts receivable of the Corporation will have arisen out of bona fide transactions in the ordinary course of business; (ii) no account receivable is subject to any claim for reduction, counterclaim, setoff, recoupment or other claim for credit, allowances or adjustments by the obligor thereof.

4.8 *Liabilities.* At closing date, the Corporation will have no liabilities or accounts payable.

4.9 *Consents.* No notice to, filing with, authorization of, exemption by, or consent of any person is required in order for the Sellers to consummate the transactions contemplated by this Agreement.

4.10 *Due Diligence Materials.* The Sellers have provided or caused the Corporation to provide or make available for the inspection by Purchasers or their representatives all material documents, lists, charges and other materials requested by Purchasers.

Conditions Precedent to the Obligations of Purchasers

The obligations of the Purchasers under this Agreement are, unless waived by Purchasers, subject to the satisfaction of the following conditions precedent on or before closing:

5.1 *Representations and Warranties True.* The representations and warranties of Sellers contained in this Agreement shall be true as of the closing date in all material respects.

5.2 *No Material Adverse Effect.* No event shall have occurred as of the closing date which, in the reasonable judgment of the Purchasers, may have a material adverse effect on

the Corporation's financial condition, business or its assets.

5.3 *No Injunctions.* There shall be as of the closing date, no effective injunction, writ, preliminary restraining order or other order of any nature issued by a court or governmental agency of competent jurisdiction directing that the transactions provided for herein or any of them may not be consummated as herein provided, and no proceeding or action shall have been commenced or threatened by any governmental or regulatory agency with respect to any of the transactions contemplated by this Agreement.

5.4 *Documentation.* The Purchasers shall have received documentation which in the Purchasers' sole discretion are sufficient to evidence the validity of the representation concerning the liabilities of the Corporation made by the Sellers in paragraph 4.8 above.

5.5 *Transfer of Domain Names.* As of the closing date, Christian Anderson shall have transferred to the Purchasers the following domain names: section219.com; classicssportslogos.com; classicssportslogo.com; oldlogo.com; and oldlogos.com. Said assignment shall be sufficient to effectively divest Christian Anderson of any right, interest or title in the aforesaid domain names and give to the Purchasers the right to control and utilize the aforesaid domain names.

Conditions Precedent to Obligations of Sellers

The obligations of the Sellers under this Agreement are, unless waived by Sellers, subject to the satisfaction of the following conditions precedent on or before the closing date.

6.1 *Royalty Agreement.* There shall be as of the closing date a signed and effective agreement between Anderson and the Corporation with regard to the payment of royalties in accordance with the document attached in Addendum 6.1.

6.2 *Option Agreement.* There shall be as of the closing date a signed and effective agreement between Anderson and the Corporation with regard to granting an option to Anderson to purchase shares of the Corporation in accordance with the provisions of the agreement attached in Addendum 6.2.

6.3 *Issuance of Additional Stock.* There shall be at closing date and signed an effective agreement between Scott and the Corporation pursuant to which Scott is obligated to purchase shares of the Corporation in accordance with the terms of the agreement and Addendum 6.3.

Change of Corporate Name

7. The Purchasers shall, within 30 days of the date of the closing of the transaction contemplated by this Agreement, change the name of the Corporation from "C.S. Anderson Enterprises, Inc.," to some other name acceptable to Purchasers. Any account maintained in the prior name of the Corporation shall promptly be changed to the new name of the Corporation.

Indemnities

8.1 Indemnification by Sellers:

(a) the Sellers agree to and shall indemnify Purchasers against, and agree to hold Purchasers harmless from any and all losses incurred or suffered by the Purchasers, (including costs and attorney's fees,) arising out of any breach of or any inaccuracy in any representation or warranty made by Sellers pursuant to this Agreement, and any breach of or failure by Sellers to perform any of their covenants or obligations in this Agreement.

(b) the Sellers agree to and shall indemnify the Corporation against, and hold the Corporation harmless from any and all claims and liabilities which arise from the date of

formation of the Corporation until the closing of the transaction contemplated by this Agreement, (including costs and attorney's fees), whether such claim and liabilities are known or unknown; including, without limitation, debts due attorney Hemingway or to Fluid.

8.2 Indemnification by Purchasers.

(a) the Purchasers agree to indemnify the Sellers against, and agree to hold Sellers harmless from any and all losses incurred or suffered by the Sellers, (including costs or attorney's fees,) arising out of any breach of or failure by the Purchasers to perform any of their covenants or obligations in this Agreement.

(b) the Purchasers agree to indemnify the Sellers against, and agree to hold Sellers harmless from any and all losses incurred or severed by the Sellers (including costs or attorney's fees) arising out of any claim relating to the operation of the Corporation after the closing of the transaction contemplated by this Agreement; including, without limitation, debts due attorney Hemingway or to Fluid.

Covenant Not to Compete

9.1 Christian Anderson shall not, for a period of twenty-four (24) months within the State of Texas, directly or indirectly, either as employee, employer, consultant, agent, principal, partner, stockholder, corporate officer, director, or in any other individual or representative capacity solicit, sell, deal in, manufacture or wholesale any goods, including, without limitation, t-shirts or graphic design for t-shirts, which were dealt in, manufactured, or wholesaled by the Corporation during the time period Christian Anderson was a shareholder of the Corporation.

9.2 The Sellers and Christian Anderson hereby agree that the covenant contained

in the preceding paragraph is important, material, and gravely affects the ability of the Purchasers to successfully conduct the business they are purchasing from the Sellers and the goodwill of the Company. The parties further agree that any breach of the terms of the covenant not to compete is a material breach of this Agreement, from which Christian Anderson may be enjoined. The Purchasers and Christian Anderson agree that because the injury that the Purchasers would sustain as a result of the breach of the covenant not to compete by Christian Anderson would not be readily ascertainable and would not be easily susceptible of proof, damages would not be an adequate remedy at law for the breach of said covenant not to compete.

9.3 It is the intention of the parties to this Agreement that the Corporation, in addition to the Purchasers, shall be a beneficiary of the covenants contained in 9.1 and 9.2 of this Agreement. The Corporation shall have the right to enforce the covenant not to compete contained in this Agreement as a third party beneficiary of this Agreement.

Miscellaneous Provisions

10.1 This Agreement shall be binding upon and for the sole benefit of the parties hereto and their respective heirs, successors and assigns and not for the benefit of any third-party and may not be assigned in whole or part without the written consent of the Parties.

10.2 This Agreement may not be changed orally, but only by an agreement in writing signed by the parties. No act, delay, omission, course of dealing between the Parties will be a waiver of any of the Parties' rights or remedies under this Agreement. Any waiver by the Parties of any right, remedy or requirement under the terms hereof on any occasion will not be a bar or constitute a waiver of the exercise of the same or other right or remedy on subsequent occasions.

10.3 This Agreement shall be governed by and be in accordance with the laws of the State of Texas.

10.4 If any provision of this Agreement shall for any reason be held to be invalid or unenforceable, such invalidity or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid or unenforceable provision have never been contained herein.

10.5 This Agreement may be executed in any number of counterparts and each such counterpart shall be deemed an original.

EXECUTED on the date first above written.

SELLERS



Christian Anderson

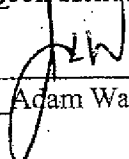


Mark Scott

PURCHASERS



Jeff Henderson



Adam Walterscheid

EXHIBIT 5

Addendum 3.2

STOCK POWER

FOR VALUE RECEIVED, the undersigned hereby assigns and transfers unto ADAM WALTERSCHEID, five hundred (500) shares of the Capital Stock of C. S. ANDERSON ENTERPRISES, INC., represented by Certificate Number: 1, and do hereby irrevocably constitute and appoint ADAM WALTERSCHEID, attorney to transfer the said stock on the books of the within named Company with full Power of Substitution in the premises.

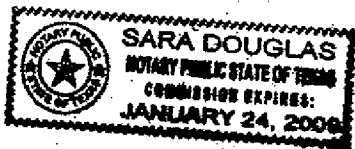
Dated the 22 day of December, 2005.




Christian Anderson

STATE OF TEXAS :
:
COUNTY OF :

This instrument was acknowledged before me on the 22 day of December, 2005, by Christian Anderson.




Notary Public, State of Texas
County of

Addendum 3.2

STOCK POWER

FOR VALUE RECEIVED, the undersigned hereby assigns and transfers unto JEFF HENDERSON, five hundred (500) shares of the Capital Stock of C. S. ANDERSON ENTERPRISES, INC., represented by Certificate Number: 1, and do hereby irrevocably constitute and appoint ADAM WALTERSCHEID, attorney to transfer the said stock on the books of the within named Company with full Power of Substitution in the premises.

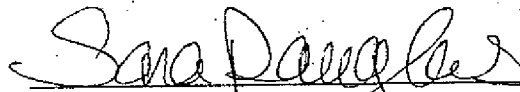
Dated the 22 day of DECEMBER, 2005.



Christian Anderson

STATE OF TEXAS :
:
COUNTY OF :

This instrument was acknowledged before me on the 22 day of December, 2005, by Christian Anderson.



Notary Public, State of Texas
County of

Addendum 3.2

STOCK POWER

FOR VALUE RECEIVED, the undersigned hereby assigns and transfers unto ADAM WALTERSCHEID, two hundred fifty (250) shares of the Capital Stock of C. S. ANDERSON ENTERPRISES, INC., represented by Certificate Number: 2, and do hereby irrevocably constitute and appoint ADAM WALTERSCHEID, attorney to transfer the said stock on the books of the within named Company with full Power of Substitution in the premises.

Dated the 22 day of December, 2005.

Mark Scott
Mark Scott

STATE OF TEXAS :
:
COUNTY OF :

This instrument was acknowledged before me on the 22 day of December, 2005, by Mark Scott.



Sara Douglas
Notary Public, State of Texas
County of

Addendum 3.2

STOCK POWER

FOR VALUE RECEIVED, the undersigned hereby assigns and transfers unto ~~JEFF~~
HENDERSON, two hundred fifty (250) shares of the Capital Stock of C. S. ANDERSON
ENTERPRISES, INC., represented by Certificate Number: 2, and do hereby irrevocably
constitute and appoint ADAM WALTERSCHEID, attorney to transfer the said stock on the
books of the within named Company with full Power of Substitution in the premises.

Dated the 22 day of December, 2005.

Mark Scott
Mark Scott

STATE OF TEXAS

COUNTY OF

This instrument was acknowledged before me on the 22 day of December,
2005, by Mark Scott.



Sara Douglas
Notary Public, State of Texas
County of

AFFIDAVIT OF LOST STOCK CERTIFICATE

STATE OF TEXAS

COUNTY OF TARRANT

Christian Anderson hereby testifies and represents as follows:

1. Christian Anderson is the legal and beneficial owner of 1,000 shares of common stock of CS Anderson Enterprises, Inc., represented by Stock Certificate No. 1 registered in the name of Christian Anderson.

2. The above certificate was not endorsed.

3. The above certificate has been lost.

4. Christian Anderson is entitled to the full and exclusive possession of the above certificate and has the right to assign same.

5. Christian Anderson hereby agrees to immediately surrender to CS Anderson Enterprises, Inc. such lost certificate should it hereinafter come into his possession or control.

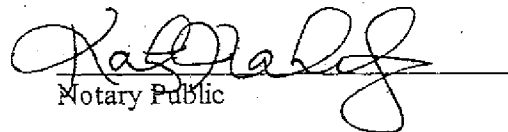
6. Christian Anderson hereby agrees to indemnify and hold CS Anderson Enterprises, Inc. harmless from any claim or loss incurred or arising as a result of the reliance of CS Anderson Enterprises, Inc. on the above recitations.

Signed this the 23 day of February, 2006.

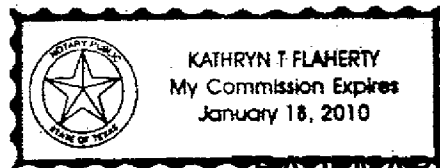


Christian Anderson

SWORN TO AND SUBSCRIBED before me, the undersigned authority, on the 23rd day of February, 2006.



Notary Public



Organized under the laws of the State of Texas



CERTIFICATE

2

SHARES

500

C.S. Anderson Enterprises, Incorporated
TWO THOUSAND SHARES AUTHORIZED, NO PAR VALUE

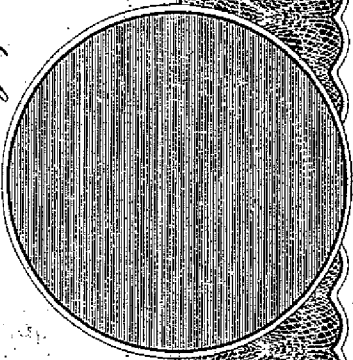
See reverse for sale and transfer restrictions.

This is to certify that Mack Robert Scott *is*
the registered holder of Five Hundred *Shares*

transferable only on the books of the Corporation by the holder hereof, in person or by
Attorney, upon surrender of this Certificate properly endorsed.

In Witness Whereof, the said Corporation has caused this Certificate to be signed by
its duly authorized officer(s) this 11th *day of* MAY, 2005.

Caroline Anderson
SECRETARY



[Signature]

PRESIDENT

EXHIBIT 6

C. S. Anderson Enterprises, Inc.
5450 Emerson Avenue
Dallas, Texas 75209

Re: Resignation

To Whom It May Concern:

I hereby resign my position as a Director and/or Officer of C. S. Anderson Enterprises, Inc., effective immediately.

Dated: 12/22/05

Sincerely,



Mark Scott

C. S. Anderson Enterprises, Inc.
5450 Emerson Avenue
Dallas, Texas 75209

Re: Resignation

To Whom It May Concern:

I hereby resign my position as a Director and/or Officer of C. S. Anderson Enterprises, Inc., effective immediately.

Dated: 12/22/05

Sincerely,

A handwritten signature in black ink, appearing to read 'C. Anderson', with a long horizontal line extending to the right.

Christian Anderson

C. S. Anderson Enterprises, Inc.
5450 Emerson Avenue
Dallas, Texas 75209

Re: Resignation

To Whom It May Concern:

I hereby resign my position as a Director and/or Officer of C. S. Anderson Enterprises, Inc., effective immediately.

Dated:

Sincerely,



Carolyn Anderson

EXHIBIT 7

Corporations Section
P.O. Box 13697
Austin, Texas 78711-3697



Roger Williams
Secretary of State

Office of the Secretary of State

CERTIFICATE OF AMENDMENT
OF

Classic Ink, Inc.
800015258

[formerly: C.S. Anderson Enterprises, Incorporated]

The undersigned, as Secretary of State of Texas, hereby certifies that the attached Articles of Amendment for the above named entity have been received in this office and have been found to conform to law.

ACCORDINGLY the undersigned, as Secretary of State, and by virtue of the authority vested in the Secretary by law hereby issues this Certificate of Amendment.

Dated: 03/03/2006
Effective: 03/03/2006



A handwritten signature in black ink that reads "Roger Williams".


Roger Williams
Secretary of State

Phone: (512) 463-5555
Prepared by: Linda Boots

Come visit us on the internet at <http://www.sos.state.tx.us/>
Fax: (512) 463-5709

TTY: 7-1-1
Document: 119513310002

TRADEMARK
REEL: 003978 FRAME: 0601

<p>Form 404 (revised 9/05)</p> <p>Return in duplicate to: Secretary of State P.O. Box 13697 Austin, TX 78711-3697 512 463-5555 FAX: 512/463-5709 Filing Fee: \$150</p>	<div style="text-align: center;">  <p>Articles of Amendment Pursuant to Article 4.04, Texas Business Corporation Act</p> </div> <div style="text-align: right;"> <p>FILED This state office and office. Secretary of State of Texas MAR 03 2006 Corporations Section</p> </div>
---	---

Article 1 --Name

The name of the corporation is as set forth below:

G. S. Anderson Enterprises, Inc.

State the name of the entity as it is currently shown in the records of the secretary of state. If the amendment changes the name of the entity, state the old name and not the new name in Article 1.

The filing number issued to the corporation by the secretary of state is: 800015258

Article 2--Amended Name

(If the purpose of the articles of amendment is to change the name of the corporation, then use the following statements)

The amendment changes the articles of incorporation to change the article that names the corporation. The article in the Articles of Incorporation is amended to read as follows:

The name of the corporation is (state the new name of the corporation below)

Classic Ink, Inc.

The name of the entity must contain an organizational designation or accepted abbreviation of such term. The name must not be the same as, deceptively similar to, or similar to that of an existing corporate, limited liability company, or limited partnership name on file with the secretary of state. A preliminary check for "name availability" is recommended.

Article 3--Amendment to Registered Agent/Registered Office

The amendment changes the articles of incorporation to change the article stating the registered agent and the registered office address of the corporation. The article is amended to read as follows:

Registered Agent of the Corporation
(Complete either A or B, but not both. Also complete C.)

A. The registered agent is an organization (cannot be corporation named above) by the name of:

OR

B. The registered agent is an individual resident of the state whose name is set forth below.

First Name	MI	Last Name	Suffix
Adam		Walterscheid	

Registered Office of the Corporation (Cannot be a P.O. Box.)

C. The business address of the registered agent and the registered office address is:			
Street Address	City	State	Zip Code
11550 Plano Road Suite 306	Dallas	TX	75243

Article 4 - Other Altered, Added, or Deleted Provisions

Other changes or additions to the articles of incorporation may be made in the space provided below. If the space provided is insufficient to meet your needs, you may incorporate the additional text by providing an attachment to this form. Please read the instructions to this form for further information on format.

Text Area (The attached addendum, if any, is incorporated herein by reference.)

Article 5 - Statement of Approval

The amendments to the articles of incorporation have been approved in the manner required by the Texas Business Corporation Act and by the constituent documents of the corporation.

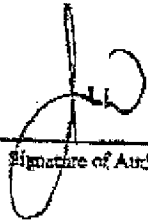
Effectiveness of Filing

- A. This document will become effective when the document is filed by the secretary of state.
OK
- B. This document will become effective at a later date, which is not more than ninety (90) days from the date of its filing by the secretary of state. The delayed effective date is _____

Execution

The undersigned signs this document subject to the penalties imposed by law for the submission of a false or fraudulent document.

2/21/06
Date



Signature of Authorized Officer

EXHIBIT 8

Amy Kasper

From: Carolyn Prince [CPrince@sos.state.tx.us]
 Sent: Monday, February 23, 2009 9:18 AM
 To: Amy Kasper
 Subject: RE: Request for Corporate Records

Dear Madam,

Filing Number: 800015258 **Entity Type:** Domestic For-Profit Corporation
Original Date of Filing: September 27, 2001 **Entity Status:** In existence
Formation Date: N/A
Tax ID: 17108817341 **FEIN:**
Duration: Perpetual
Name: **Classic Ink, Inc.**
Address: 11550 PLANO ROAD SUITE 309
 DALLAS, TX 75243-5250 USA

REGISTERED AGENT

Name	Address	Inactive Date
Adam Walterscheid	11550 Plano Road, Suite 306 Dallas, TX 75243 USA	

MANAGEMENT

Last Update	Name	Title	Address
July 21, 2007	JEFF HENDERSON	Director	11550 PLANO RD STE 309 DALLAS, TX 75243 USA
July 21, 2007	JEFF HENDERSON	VICE PRESIDENT	11550 PLANO RD STE 309 DALLAS, TX 75243 USA
July 21, 2007	JEFF HENDERSON	TREASURER	11550 PLANO RD STE 309 DALLAS, TX 75243 USA
July 21, 2007	ADAM WALTERSCHEID	Director	11550 PLANO RD STE 309 DALLAS, TX 75243 USA
July 21, 2007	ADAM WALTERSCHEID	PRESIDENT	11550 PLANO RD STE 309 DALLAS, TX

2/23/2009

**TRADEMARK
 REEL: 003978 FRAME: 0605**

July 21, ADAM
2007 WALTERSCHEID

SECRETARY

75243 USA
11550 PLANO
RD STE 309
DALLAS, TX
75243 USA

ASSUMED NAMES					
Assumed Name	Date of Filing	Expiration Date	Inactive Date	Name Status	Counties
Classic Sports Logos	May 2, 2005	May 4, 2015		Active	All Counties

Sincerely,

Carolyn Prince
Corporations Section
(512) 463-5555

From: Amy Kasper [mailto:amykasper@hemlaw.org]
Sent: Friday, February 20, 2009 4:57 PM
To: Corporations Information
Cc: shemingway@hemlaw.org; Amykasper@hemlaw.org
Subject: Request for Corporate Records

Dear Secretary of State,

Please provide us with a copy of all search result records of Corporate Registrations relating to C.S. Anderson Enterprises, Inc.

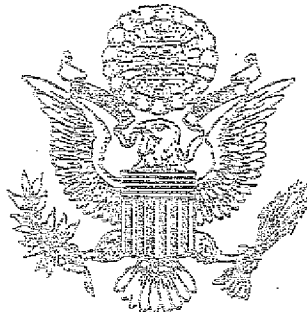
Thank you in advance for your assistance in this matter.

Amy Kasper,
Assistant to D. Scott Hemingway
Hemingway & Hansen, LLP
Comerica Bank Tower, Suite 2500
1717 Main Street
Dallas, Texas 75201
(214) 292-8300
(214) 739-5209 (fax)
amykasper@hemlaw.org

The information contained in this E-mail message is privileged, confidential, and may be protected from disclosure; please be aware that any other use, printing, copying, disclosure or dissemination of this communication may be subject to legal restriction or sanction. If you think that you have received this E-mail message in error, please reply to the sender.

EXHIBIT 9

The United States of America



CERTIFICATE OF REGISTRATION PRINCIPAL REGISTER

The Mark shown in this certificate has been registered in the United States Patent and Trademark Office to the named registrant.

The records of the United States Patent and Trademark Office show that an application for registration of the Mark shown in this Certificate was filed in the Office; that the application was examined and determined to be in compliance with the requirements of the law and with the regulations prescribed by the Director of the United States Patent and Trademark Office; and that the Applicant is entitled to registration of the Mark under the Trademark Act of 1946, as Amended.

A copy of the Mark and pertinent data from the application are part of this certificate.

This registration shall remain in force for TEN (10) years, unless terminated earlier as provided by law, and subject to compliance with the provisions of Section 8 of the Trademark Act of 1946, as Amended.



A handwritten signature in cursive script, likely belonging to the Director of the United States Patent and Trademark Office.

Director of the United States Patent and Trademark Office

TRADEMARK

REEL: 003978 FRAME: 0608

Requirements for Maintaining a Federal Trademark Registration

SECTION 8: AFFIDAVIT OF CONTINUED USE

The registration shall remain in force for 10 years, except that the registration shall be canceled for failure to file an Affidavit of Continued Use under Section 8 of the Trademark Act, 15 U.S.C. §1058, upon the expiration of the following time periods:

- i). At the end of 6 years following the date of registration.
- ii) At the end of each successive 10-year period following the date of registration.

Failure to file a proper Section 8 Affidavit at the appropriate time will result in the cancellation of the registration.

SECTION 9: APPLICATION FOR RENEWAL

The registration shall remain in force for 10 years, subject to the provisions of Section 8, except that the registration shall expire for failure to file an Application for Renewal under Section 9 of the Trademark Act, 15 U.S.C. §1059, at the end of each successive 10-year period following the date of registration.

Failure to file a proper Application for Renewal at the appropriate time will result in the expiration of the registration.

No further notice or reminder of these requirements will be sent to the Registrant by the Patent and Trademark Office. It is recommended that the Registrant contact the Patent and Trademark Office approximately one year before the expiration of the time periods shown above to determine the requirements and fees for the filings required to maintain the registration.

Int. Cl.: 25

Prior U.S. Cls.: 22 and 39

United States Patent and Trademark Office

Reg. No. 2,755,164

Registered Aug. 26, 2003

TRADEMARK
PRINCIPAL REGISTER

TAMPA BAY ROWDIES

C.S. ANDERSON ENTERPRISES, INC. (TEXAS
CORPORATION)
5450 EMERSON AVE.
DALLAS, TX 75209, BY ASSIGNMENT ANDERSON,
CHRISTIAN (UNITED STATES INDIVIDUAL)
DALLAS, TX 75209

FIRST USE 6-13-2001; IN COMMERCE 6-13-2001.

NO CLAIM IS MADE TO THE EXCLUSIVE
RIGHT TO USE "TAMPA BAY", APART FROM
THE MARK AS SHOWN.

FOR: CLOTHING, NAMELY T-SHIRTS, SWEAT-
SHIRTS, JERSEYS, HATS AND CAPS, IN CLASS 25
(U.S. CLS. 22 AND 39).

SER. NO. 76-319,819, FILED 10-1-2001.

SCOTT OSCLICK, EXAMINING ATTORNEY

EXHIBIT 10

RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

Tab settings ⇨ ⇨ ⇨ ▼ ▼ ▼ ▼ ▼ ▼ ▼

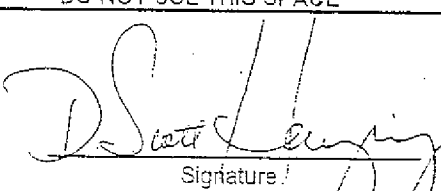
To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

<p>1. Name of conveying party(ies): Christian Anderson</p> <p><input checked="" type="checkbox"/> Individual(s) <input type="checkbox"/> Association <input type="checkbox"/> General Partnership <input type="checkbox"/> Limited Partnership <input type="checkbox"/> Corporation-State <input type="checkbox"/> Other _____</p> <p>Additional name(s) of conveying party(ies) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>	<p>2. Name and address of receiving party(ies) Name: C.S. Anderson Enterprises, Inc. In:email _____ Address: _____</p> <p>Street Address: 5450 Emerson Ave. City: Dallas State: TX Zip: 75209</p> <p><input type="checkbox"/> Individual(s) citizenship _____ <input type="checkbox"/> Association _____ <input type="checkbox"/> General Partnership _____ <input type="checkbox"/> Limited Partnership _____ <input checked="" type="checkbox"/> Corporation-State Texas <input type="checkbox"/> Other _____</p> <p>If assignee is not domiciled in the United States, a domestic representative designation is attached: <input type="checkbox"/> Yes <input type="checkbox"/> No <small>(Designations must be a separate document from assignment)</small> Additional name(s) & address(es) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>
<p>3. Nature of conveyance:</p> <p><input checked="" type="checkbox"/> Assignment <input type="checkbox"/> Merger <input type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name <input type="checkbox"/> Other _____</p> <p>Execution Date: 12/9/2001</p>	

<p>4. Application number(s) or registration number(s):</p> <p>A. Trademark Application No.(s) 76/319,945 filed 12/3/2001 (executed December 19, 2001)</p>	<p>B. Trademark Registration No.(s) _____</p> <p>Additional number(s) attached <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p>
---	--

<p>5. Name and address of party to whom correspondence concerning document should be mailed:</p> <p>Name: D. Scott Hemingway Internal Address: Storm & Hemingway, LLP Preston Commons West, Suite 460</p> <p>Street Address: 8117 Preston Road</p> <p>City: Dallas State: TX Zip: 75225</p>	<p>6. Total number of applications and registrations involved: 5</p> <p>7. Total fee (37 CFR 3.41).....\$ * _____</p> <p><input type="checkbox"/> Enclosed * Payment already processed on April 23, 2002 from initial submission. (see attached) <input type="checkbox"/> Authorized to be charged to deposit account</p> <p>8. Deposit account number: _____</p>
---	---

DO NOT USE THIS SPACE

<p>9. Signature.</p> <p>D. Scott Hemingway Name of Person Signing</p> <p> Signature</p> <p>July 16, 2002 Date</p> <p>Total number of pages including cover sheet, attachments, and document: 12</p>

Mail documents to be recorded with required cover sheet information to:
Commissioner of Patent & Trademarks, Box Assignments
Washington, D.C. 20231

Recordation Form Cover Sheet - Attachment

Continuation of Item No. 4 A

Additional Trademark Application Nos.

- 76/319,944, filed 12/3/01 (executed assignment on December 19, 2001)
- 76/319,943, filed 12/3/01 (executed assignment on December 19, 2001)
- 76/319,940, filed 12/3/01 (executed assignment on December 19, 2001)
- 76/319,819, filed 12/3/01 (executed assignment on December 19, 2001)

ASSIGNMENT

WHEREAS, the undersigned, hereinafter called the "Assignor", has applied for a trademark:

TAMPA BAY ROWDIES

- 76/319,819

for which reference a full description is here made in an application for a Certificate of Registration of a Trademark of the United States.

WHEREAS, C.S. ANDERSON ENTERPRISES, INCORPORATED, a Texas Corporation having a principal office and place of business at 5450 Emerson Ave., Dallas, Texas 75209 hereinafter called the "Assignee", is desirous of acquiring the entire right, title and interest in and to said trademark, the application above identified, and in, to and under a Certificate of Registration, as hereinafter more fully set forth;

NOW, THEREFORE, TO ALL WHOM IT MAY CONCERN, be it known that for valuable and legally sufficient consideration, the receipt of which by the Assignor from the Assignee is hereby acknowledged, the Assignor has sold, assigned and transferred, and by these presents does sell, assign and transfer unto the Assignee, its successors and assigns, the entire right, title and interest in and to the trademark and the application herein above identified, and all Certificates of Registration that may issue for said trademark, and all divisions, thereof, to have and to hold for the sole and exclusive use and benefit of the Assignee, its successors and assigns to the full end of the term for which any and all of said Certificates of Registration for the said trademark may issue.

FURTHER, be it known that the Assignor has sold, assigned and transferred, and by these presents does sell, assign and transfer unto the Assignee, its successors and assigns, the entire foreign rights to the trademark disclosed in said application, in all countries of the world, including the right to file applications.

And the Assignor does hereby covenant and agree, for himself and his legal representatives, that they will assist the Assignee in the prosecution of the application herein identified; in the making and prosecution of any other applications for a Certificate of Registration that the Assignee may elect to make covering the trademark herein identified, as hereinbefore set forth, or any proceeding in the United States Patent and Trademark Office affecting

the trademark, investing in the Assignee exclusive title in and to all such other applications and Certificates of Registration; and in the prosecution of any interference which may arise involving said trademark, or any application or Certificates of Registration herein contemplated; that they will promptly execute and deliver to the Assignee any and all additional papers and make all lawful oaths which may be requested by the Assignee to fully carry out the terms of this assignment; and further that they will communicate to Assignee, or to its successors, assigns, and legal representatives, any facts known respecting said trademark, and at the expense of the Assignee, testify in any legal proceedings, and generally do everything possible to aid the Assignee, its successors, assigns and nominees to obtain and enforce proper trademark protection for said trademark in all countries.

And the Commissioner of Patents and Trademarks is hereby authorized and requested to issue all Certificates of Registration to the Assignee in accordance with the terms of the assignment.

IN TESTIMONY WHEREOF, the Assignor has hereunto set his hands on the date indicated below.

Dated: 12/19/01


Christian Anderson

Date: 12/19/01

Witness Cynthia Miranda
Cynthia Miranda
(print name)

EXHIBIT 11



Assignments on the Web > Trademark Query

Trademark Assignment Abstract of Title

Total Assignments: 2

Serial #: 76319819

Filing Dt: 10/01/2001

Reg #: 2755164

Reg. Dt: 08/26/2003

Registrant: C.S. ANDERSON ENTERPRISES, INC.

Mark: TAMPA BAY ROWDIES

Assignment: 1

Reel/Frame: 2548/0456

Received: 07/24/2002

Recorded: 04/23/2002

Pages: 24

Conveyance: ASSIGNS THE ENTIRE INTEREST

Assignor: ANDERSON, CHRISTIAN

Exec Dt: 12/19/2001

Entity Type: INDIVIDUAL

Citizenship: UNITED STATES

Entity Type: CORPORATION

Citizenship: TEXAS

Assignee: C.S. ANDERSON ENTERPRISES, INC.

5450 EMERSON AVE.

DALLAS, TEXAS 75209

Correspondent: STORM & HEMINGWAY, LLP

D. SCOTT HEMINGWAY

PRESTON COMMONS WEST, SUITE 460

8117 PRESTON ROAD

DALLAS, TX 75225

Assignment: 2

Reel/Frame: 3776/0562

Received: 05/13/2008

Recorded: 05/13/2008

Pages: 6

Conveyance: ASSIGNS THE ENTIRE INTEREST

Assignor: C.S. ANDERSON ENTERPRISES, INC.

Exec Dt: 05/07/2008

Entity Type: CORPORATION

Citizenship: TEXAS

Entity Type: LIMITED LIABILITY COMPANY

Citizenship: DELAWARE

Assignee: CITRUS SPORTS GROUP, LLC

30 ADDISON ROAD

WALTHAM, MASSACHUSETTS 02452

Correspondent: HEATHER E. BALMAT

TWO INTERNATIONAL PLACE

ATTN: TRADEMARK ADMINISTRATOR

BOSTON, MA 02110

If you have any comments or questions concerning the data displayed, contact PRD / Assignments at 571-272-3350.
Web interface last modified: October 18, 2008 v.2.0.2

Search Results as of: 04/17/2009 08:43 PM

EXHIBIT 12

TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT ("Assignment") is made and entered into as of May 7, 2008, by and between C. S. Anderson Enterprises, Inc., a corporation having a principal place of business at 5450 ELLEN ("Assignor") and Citrus Sports Group, LLC, a Delaware limited liability company having a principal place of business at 30 Addison Road, Waltham, Massachusetts 02452 ("Assignee").

was
12
75289

WHEREAS, Assignor and Assignee previously have entered into a certain Term Sheet dated April 22, 2008 (the "Agreement", attached herein as Exhibit A), pursuant to the terms of which Assignor agreed to assign all right, title and interest of Assignor in and to the Mark and the Logo, as defined in the Agreement (the "Intellectual Property"), which includes, without limitation, the registered trademark and common law [trademark] set forth in Exhibit B; and

WHEREAS, Assignor has agreed to execute such additional instruments as may be necessary or desirable to confirm such assignment to Assignee;

NOW, THEREFORE, in consideration of the foregoing, and other good and valuable consideration, the receipt and sufficiency of which are hereby mutually acknowledged, Assignor hereby agrees as follows:

1. Assignment. Assignor hereby sells, transfers, assigns and agrees to assign, and delivers to Assignee, its successors, legal representatives and assigns, Assignor's entire right, title and interest in and to the Intellectual Property set forth in the Agreement, including, without limitation the registered trademarks and common law [trademark] set forth in Exhibit B, together with the goodwill of the business in connection with which such Intellectual Property has been used, and all registrations and applications therefor, in the United States and in all foreign countries or jurisdictions, including any renewals and extensions of the registrations that are or may be secured under the laws of the United States and all foreign countries or jurisdictions, now or hereafter in effect, for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by the Assignor if this assignment and sale had not been made.

Assignor requests the Commissioner of Patents and Trademarks to record Assignee as the assignee and owner thereof.


2. Further Assistance. Assignor shall provide to Assignee, its successors, assigns or other legal representatives, cooperation and assistance at Assignee's reasonable request and expense (including the execution and delivery of any and all affidavits, declarations, oaths, samples, exhibits, specimens and other documentation as may be reasonably required) in the implementation or perfection of this Assignment.

3. Miscellaneous. This Assignment shall be governed by and construed in accordance with the laws of The Commonwealth of Massachusetts and shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns. This Agreement may be executed in two or more counterparts (including by facsimile), each of which shall be deemed to be an original but all of which shall constitute one and the same instrument.


[Signature Page Follows]

IN WITNESS WHEREOF, Assignor and Assignee have caused this Trademark Assignment to be executed as of the date first written above.

C.S. ANDERSON ENTERPRISES,
INC., Assignor:

By: 
Name: Chris Anderson
Title: owner

CITRUS SPORTS GROUP, LLC,
Assignee:

By: 
Name: Hinds Howard
Title: Chairman

[Signature Page to Trademark Assignment]

Exhibit B

U.S. Registered Trademarks

<u>Mark</u>	<u>Reg./App. Number</u>	<u>Reg./App. Date</u>
Tampa Bay Rowdies	2,755,164	August 26, 2003

4326006.2

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
C,S. Anderson Enterprises, Inc.		05/07/2008	CORPORATION: TEXAS

RECEIVING PARTY DATA

Name:	Citrus Sports Group, LLC
Street Address:	30 Addison Road
City:	Waltham
State/Country:	MASSACHUSETTS
Postal Code:	02452
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	2755164	TAMPA BAY ROWDIES

CORRESPONDENCE DATA

Fax Number: (617)248-4000
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 617-248-4877
 Email: tmaadmin@choate.com
 Correspondent Name: Heather E. Balmat
 Address Line 1: Two International Place
 Address Line 2: Attn: Trademark Administrator
 Address Line 4: Boston, MASSACHUSETTS 02110

ATTORNEY DOCKET NUMBER:	2008303.0000 (ROWDIES)
NAME OF SUBMITTER:	Heather E. Balmat
Signature:	/Heather E. Balmat/
Date:	05/13/2008

900106388

Total Attachments: 4

source=RowdiesAssignment#page1.tif

source=RowdiesAssignment#page2.tif

source=RowdiesAssignment#page3.tif

source=RowdiesAssignment#page4.tif