

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
SBC/SPORTO CORP.		07/30/2007	CORPORATION: MASSACHUSETTS
RECEIVING PARTY DATA			
Name:	EASTMAN SPORTO GROUP, LLC		
Street Address:	34 West 33 Street, 7th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10001		
Entity Type:	LIMITED LIABILITY COMPANY: NEW YORK		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	1184877	SPORTO	
Registration Number:	1276156	SPORTO	
Registration Number:	1278120	SPORTO A.C.	
CORRESPONDENCE DATA			
Fax Number:	(212)425-5288		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	212-425-7200		
Email:	tmdocketny@kenyon.com		
Correspondent Name:	Michelle Mancino Marsh		
Address Line 1:	One Broadway		
Address Line 4:	New York, NEW YORK 10004		
ATTORNEY DOCKET NUMBER:	14723/43, 44, 45		
NAME OF SUBMITTER:	Michelle Mancino Marsh		

OP \$90.00 1184877

Signature:	/MMM/
Date:	10/30/2009
Total Attachments: 3 source=Assignment SPORTO 10-30-09#page1.tif source=Assignment SPORTO 10-30-09#page2.tif source=Assignment SPORTO 10-30-09#page3.tif	

TRADEMARK ASSIGNMENT

WHEREAS, SBC/SPORTO CORP., a Massachusetts corporation, with a principal place of business at 65 Sprague Street, Boston, Massachusetts (hereinafter collectively referred to as "Assignor"), owned all right, title and interest in and to the trademarks SPORTO and SPORTO A.C., including the registrations for said marks as set forth on the attached Schedule A, as well as all of the goodwill of the business symbolized thereby and associated therewith (the "Trademarks");

WHEREAS, EASTMAN SPORTO GROUP, LLC, a New York limited liability company, with a principal place of business at 34 West 33rd Street, 7th Floor, New York, New York 10001 (hereinafter "Assignee"), wishes to acquire any and all right, title and interest in and to the Trademarks effective *nunc pro tunc* as of July 30, 2007;

WHEREAS, Assignor intended to transfer all rights, title and interest in and to the Trademarks to Assignee, and Assignee intended to receive all rights, title and interest in and to the Trademarks from Assignor, as part of an Assignment of Trademarks entered into on July 30, 2007 ("Assignment of Trademarks"); and

WHEREAS, Assignor and Assignee now wish to correct the inadvertent oversight that resulted in the failure to specifically list these Trademarks in the Assignment of Trademarks in accordance with mutual intentions of the parties and thereby confirm the assignment of the Trademarks to Assignee.

NOW, THEREFORE, in consideration of the premises and the mutual covenants contained in the Assignment of Trademarks, a single payment of \$1 (one dollar) to Assignor, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby assigns and unto Assignee, effective July 30, 2007, all right, title and interest in and to the Trademarks, together with the goodwill of the business appurtenant to and symbolized by the Trademarks and including, without limitation, all common law rights in

and to the Trademarks and the right to sue and recover for, and the right to profits or damages due or accrued arising out of or in connection with, any and all past, present or future infringements or dilution of or damage or injury to the Trademarks, to be held and enjoyed by Assignee, its successors and assigns to the same extent that such would have been held and enjoyed by Assignor had such assignment not been made.


Assignor covenants and agrees to execute and deliver such other documents as Assignee may reasonably request for the purposes of transferring, recording or otherwise effectuating or perfecting the transfer and assignment confirmed herein and as originally contemplated by the Assignment Agreement.

IN WITNESS WHEREOF, Assignor has executed this Trademark Assignment effective as of July 30, 2007.

SBC/SPORTO CORP.


Name:
Title:

EASTMAN SPORTO GROUP, LLC


Name: Max M. Mizrahi
Title: President

SCHEDULE A

TRADEMARK REGISTRATIONS

<u>Trademark</u>	<u>Registration No.</u>
SPORTO	1,184,877
SPORTO	1,276,156
SPORTO A.C.	1,278,120