

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
Wolf Creek Productions		05/28/2005	CORPORATION: MICHIGAN
RECEIVING PARTY DATA			
Name:	The Outdoor Channel, Inc.		
Street Address:	43445 Business Park Drive, Suite 103		
City:	Temecula		
State/Country:	CALIFORNIA		
Postal Code:	92590		
Entity Type:	CORPORATION: NEVADA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3266668	THE WINGSHOOTER	
CORRESPONDENCE DATA			
Fax Number:	(918)599-9317		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	918-587-0000		
Email:	rachel.blue@mcafeetaft.com		
Correspondent Name:	Rachel Blue		
Address Line 1:	100 W. 5th Street, Suite 500		
Address Line 4:	Tulsa, OKLAHOMA 74103		
ATTORNEY DOCKET NUMBER:	00613.00001		
NAME OF SUBMITTER:	RACHEL BLUE		
Signature:	/Rachel Blue/		
Date:	01/15/2010		

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Total Attachments: 8

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PURCHASE AGREEMENT

THIS AGREEMENT is made as of May 28²⁰⁰⁵ ("Effective Date"), between The Outdoor Channel, Inc. a Nevada corporation ("Buyer"), and Wolf Creek Productions., a Michigan _____ company ("Seller"). This Agreement is worldwide in scope.

SUMMARY OF TRANSACTION

Seller wishes to sell and Buyer wishes to purchase from Seller a total of one hundred and fifty six (156) episodes of two High Definition television series, which Seller has produced, or will produce according to the schedule outlined below, and Buyer has exhibited or will exhibit on its programming service or services, existing or yet to be developed in perpetuity. Delivery will be twenty six episodes per title per year, beginning in January of 2006. Titles are to be announced, but one title will be about 65% fresh and saltwater fishing with approximately 35% hunting with a working title of "The Definitive Outdoorsman" (referred to hereafter as Program A), and the other will be primarily bird hunting and will have the working title of "The Wingshooter" (Referred to hereafter as Program B) To effect such transaction and in consideration of the mutual covenants, representations, warranties and agreements hereinafter set forth, and intending to be legally bound, the parties hereto agree as follows:

ARTICLE I

SALE AND TERMS OF PAYMENT

1.01 Assets Being Sold (the "Purchased Assets"). Seller agrees to sell and transfer to Buyer and Buyer agrees to purchase from Seller seventy eight (78) episodes of Program A, and seventy eight (78) episodes of Program B including but not limited to all right, title and interest therein, all copies thereof, and all promotional materials relating thereto. Additionally, buyer will receive sub-masters of all raw footage acquired in connection with the production of this program in an acceptable HD Format. Seller may use footage not appearing in finished episodes for library purposes and to supplement future Outdoor Channel productions Seller shall deliver to Buyer the tapes and all other physical materials comprising the Purchased Assets in a quality suitable for exhibition on cable programming services at the address set forth in Section 5.07(b) at least two weeks prior to scheduled air date, on an ongoing basis.

1.02 Purchase Price. Buyer, in consideration for the Purchased Assets being sold pursuant to this Agreement, agrees to pay or deliver to Seller cash in the amount of \$8,000 per finished episode (the "Purchase Price") in the first year, \$8,500 per finished episode in year two, and \$9,000 per finished episode in year three. Buyer will pay half the per episode fee on receipt of window dubs from the field proving acquisition of necessary footage, and half upon receipt of finished episode. Buyer will pay for no more than eight episodes per month. In the event that Buyer does not make payment within thirty (30) days of the date upon which payment is due, interest will accrue at the rate of one and one half percent (1.5%) per month until payment is made. Buyer agrees to pay for four episodes at signing (or \$32,000) to activate the agreement. Additionally, Buyer agrees to pay a finders fee of 15% in the case of direct business, and 10% on agency business, placed within the programs. Schedules and rates to be set by buyer at buyers sole discretion. To qualify for finders fee, clients must not have placed advertising schedules directly with The Outdoor Channel for twelve months prior to the referral. Royalties apply for the first twenty six week cycle each episode airs on The Outdoor Channel or affiliated networks only.

1.03 Absolute Sale. Seller agrees that the sale, conveyance, transfer and delivery of the Purchased Assets to Buyer shall be free and clear of all title defects, liabilities, obligations, liens, encumbrances, charges and claims of any kind.

1.04 Copyright/Tape Ownership. With respect to the Purchased Assets, and exploitation thereof, Buyer shall own, solely and exclusively, and Seller hereby assigns to Buyer, on a worldwide basis in perpetuity, the entire copyright (and all extensions and renewals of copyright) therein for distribution and exhibition in all now existing or hereinafter developed media and all film, tape, databases and other physical materials embodying the same and/or

created in connection therewith, including but not limited to all registered copyrights therefore as listed on Exhibit A, as well as all new characters, events, stories, narratives, dialogue, music, effects and other elements contained therein, and may, at its option, copyright all rights associated with or derived from the Purchased Assets in Buyer's name or such other name as Buyer may designate. Notwithstanding the foregoing, Buyer shall not have the right to strip the music from the Purchased Assets and use it for purposes unrelated to the Purchased Assets, provided that such music may be used in promoting and marketing the Purchased Assets. Further, the composer of such music may perform or exhibit the music which is included in the Purchased Assets, including synchronization with other video programming, provided that such programming is not related to the outdoor sports or activities genre.

1.05 Format. Wolf Creek Productions will deliver finished episodes on an ongoing basis, in a true HD 1080i format, 16x9 aspect ratio, a minimum of two weeks prior to the scheduled airdate. Total running time will be twenty eight minutes and thirty seconds, with six minutes of black reserved for advertising avails. Shows will comply with the then current published Outdoor Channel editorial and technical standards. Prior to purchasing equipment, Seller must get written verification of acceptance from Buyer's engineering department regarding cameras, editing system and tape stock.

1.06 Licenses. All licenses required for the production, synchronization, exhibition, performance, distribution, marketing and exploitation of the Purchased Assets are hereby assigned to Buyer.

1.07 Service Mark License. Seller hereby grants to Buyer a perpetual, royalty-free license, subject to Seller's quality control, to use all of Seller's trademarks and service marks appearing on the Purchased Assets, which are listed on Exhibit A, in connection with distribution of the Purchased Assets by Buyer, or its successors and assigns.

ARTICLE II

REPRESENTATIONS AND WARRANTIES OF SELLER

Seller represents and warrants to, and covenants with, Buyer that as of the Effective Date:

2.01 Organization and Good Standing. Seller is a limited liability company duly organized, validly existing and in good standing under the laws of the State of Michigan, and has the power and authority to own and dispose of the Purchased Assets.

2.02 Authorization; Compliance with Other Instruments and Law. Seller has full corporate power and authority to enter into this Agreement and to perform its obligations hereunder. The execution, delivery and performance of this Agreement and the consummation of the transaction contemplated hereby have been duly authorized by all necessary action on the part of Seller. This Agreement has been duly executed and delivered by Seller, and is a valid and binding obligation of Seller enforceable in accordance with its terms. The execution, delivery and performance of this Agreement will not result in a default (or give rise to any right of termination, cancellation or acceleration) or result in the creation of any lien, encumbrance, security agreement, charge, pledge, equity or other claim or right of any person in or to the Purchased Assets under the terms, conditions or provisions of any note, bond, mortgage, indenture, license, agreement or other instrument or obligation to which Seller is a party or by which Seller or the Purchased Assets may be bound.

2.03 Fully Paid. All of the following have been fully paid or discharged, or will be fully paid or discharged prior to delivery of the Purchased Assets hereunder:

- (i) All claims and rights of owners of copyrights in literary, dramatic and music (including, but not limited to, any necessary or appropriate licenses with ASCAP, BMI, and SESAC) rights and other property or rights in or to all stories, plays, scripts, scenarios, themes, incidents, plots, characters, dialogue, music, words and other material of any nature whatsoever appearing, used or recorded in the Purchased Assets;

(ii) All claims and rights of owners of inventions and patent rights with respect to the recording of any and all dialogue, music and other sound effects recorded in the Purchased Assets and with respect to the use of all equipment, apparatus, appliances and other materials used in the photographing, recording or otherwise in the manufacture of the Purchased Assets;

(iii) All claims and rights with respect to the use, distribution, performance, exhibition and exploitation of the Purchased Assets, and any music contained therein, including but not limited to rights relating to trademarks, service marks, trade names and other indicia of origin, rights of privacy and publicity, and other performance rights;

(iv) All costs of producing and completing the Purchased Assets;

and there are not, and will not be, outstanding at any time any liens, claims, charges, encumbrances, restrictions, agreements, commitments or arrangements whatsoever with any person or entity, or any obligation (past, present or future), or any breaches of any contract, license or agreement which in any way can or will interfere with, impair, abrogate, or adversely or otherwise affect any rights granted to Buyer pursuant to this Agreement, and that there are not and will not be any payments of any kind required to be made by Buyer in respect, or as a result, of any use of the Purchased Assets pursuant to the rights and licenses herein granted to Buyer.

2.04 Title to Purchased Assets. Buyer is the sole and absolute owner of, the episodes and titles as described above, and reserves all rights and privileges related to said episodes and titles. Seller shall deliver all content free and clear of all title defects, liabilities, obligations, liens, mortgages, security interests, encumbrances, claims or similar adverse interests of any kind or character.

2.05 Proprietary Rights. Seller owns and controls, without any limitations or restrictions whatsoever, all performance and other rights to the Purchased Assets worldwide and has obtained all necessary licenses required for the production, synchronization, exhibition, performance, distribution, marketing and exploitation of the Purchased Assets worldwide, which licenses are listed on Exhibit A and are fully transferable to Buyer.

2.06 Non-Infringement. The Purchased Assets, any materials contained therein, the title thereof, and the exercise of any right, license or privilege in connection therewith do not and will not violate or infringe any trademark, service mark, trade name, or other indicia of origin, contract, agreement, copyright (whether common law or statutory), patent, literary, artistic, dramatic, personal, private, civil, property or privacy right or any other right of any person or entity, anywhere in the world.

2.07 Litigation and Other Claims. There are no actions, suits, arbitration proceedings, claims or proceedings related to the business of Seller or relating to any of the Purchased Assets pending or, to the knowledge of Seller, threatened before any foreign, Federal, state, municipal or other court, department, commission, arbitration panel, board, bureau, agency, body or instrumentality against Seller or affecting any of Seller's property or assets (including the Purchased Assets) at law or in equity. Seller is not a party to or subject to the provisions of any settlement, consent or co-existence agreement, or order, writ, injunction, decree or judgment of any court or foreign, Federal, state, municipal or other governmental or administrative body, department, commission, board, bureau, any securities exchange or other agency or instrumentality in connection with the ongoing operations of Seller. Seller is not engaged in any arbitration nor has either submitted any disputed matter to an arbitrator in connection with the ongoing operations of the Seller.

2.08 Compliance with Laws. Neither the Purchased Assets nor the operations of Seller's business, as conducted on or prior to the date hereof, violate any foreign, Federal, state or local law, ordinance, rule or regulation.

2.09 Purchased Assets. The Purchased Assets are in conformity with all applicable laws, ordinances, rules and regulations.

ARTICLE III

REPRESENTATIONS, WARRANTIES AND COVENANTS OF BUYER

Buyer hereby represents and warrants to, and covenants with, Seller that:

3.01 Organization and Good Standing. Buyer is a corporation duly organized, validly existing and in good standing under the laws of Nevada and has all requisite corporate power and authority to own, lease and operate its properties and to carry on its business as proposed to be conducted.

3.02 Due Authorization. Buyer has full corporate power and authority to enter into this Agreement and to perform its obligations hereunder. The execution, delivery and performance of this Agreement and the consummation of the transaction contemplated hereby have been duly authorized by all necessary corporate action on the part of Buyer. This Agreement has been duly executed and delivered by Buyer, and is a valid and binding obligation of Buyer enforceable in accordance with its terms.

ARTICLE IV

INDEMNIFICATION

4.01 Indemnification. Seller at all times shall indemnify and hold harmless Buyer, its parent(s), subsidiaries and affiliated companies, its officers, directors and employees, and its distributors, licensees, successors and assigns, of and from any and all claims, demands, and causes of action ("Claim(s)") arising out of or relating to the Purchased Assets, including, without limitation, any infringement or violation of the rights of any person or entity because of plagiarism, copyright infringement, patent, liable, slander, invasion of privacy, breach of contract or any other claim concerning the Purchased Assets or connected with or resulting from any breach by Seller of any of its representations or warranties herein or of this Purchase Agreement. Upon notice from Buyer of any such claim, demand or action, Seller shall defend, adjust and settle the same at Seller's sole cost.

4.02 Procedure. Buyer shall give Seller prompt notice of any claim or litigation to which its indemnity may apply; in any case in which indemnification is sought, Seller shall defend such Claim and control the settlement or other disposition of such Claim, and Buyer shall fully cooperate in connection with such defense, settlement, or disposition, and shall have the right, but not the obligation, to join in and be represented by its own counsel, at its own cost and expense, provided that no settlement, compromise or other, similar disposition of such Claim shall be entered into or agreed to by Seller without the Buyer's prior written consent, which consent shall not be unreasonably delayed or withheld.

ARTICLE V

MISCELLANEOUS

5.01 Binding Effect. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns.

5.02 No Assignment. This Agreement may not be assigned by Seller without the prior written consent of Buyer. Any attempted or purported assignment by Seller other than in accordance with this Section 5.02 shall be null and void.

5.03 Counterparts. This Agreement may be executed in any number of counterparts, and by any party on separate counterparts, each of which as so executed and delivered shall be deemed an original but all of which together shall constitute one and the same instrument, and it shall not be necessary in making proof of this Agreement as to any party, hereto to produce or account for more than one such counterpart executed and delivered by such party.

5.04 Governing Law. This Agreement shall be governed by and construed in accordance with federal law and with the internal substantive laws of the State of California (without regard to conflict of laws principles thereof) as to all matters, including but not limited to matters of validity, construction, effect, performance and remedies.

5.05 Suits in California; Consent to Jurisdiction. The parties agree that any action or proceeding relating in any way to this Agreement or the Related Agreements or the transactions contemplated hereby and thereby shall be brought and enforced in the State of California for the County of Riverside or in the United States District Court for the Central District of the State of California.

5.06 Survival. The representations, warranties, covenants, indemnities and agreements of the parties to this Agreement contained herein or in any document delivered pursuant to or in connection herewith shall survive the Closing and shall survive any investigation by the other party.

5.07 Notices. All notices required to be given under the terms of this Agreement or which any of the parties desires to give hereunder shall be in writing and personally delivered or sent by registered or certified mail, return receipt requested, overnight delivery service, or facsimile, addressed as follows:

(a) To Seller. If to Seller addressed to:

Wolf Creek Productions and Associates
116 N Main Unit B
Perry MI 48872
Attention: Steve Gruber
Facsimile No. (517) 625-9654

(b) To Buyer. If to Buyer addressed to:

The Outdoor Channel, Inc.
43445 Business Park Drive, Suite 103
Temecula, California 92590
Attention: Wade E. Sherman
Facsimile No.: (909) 676-1437

Either party may designate a change in address at any time upon written notice to the other party.

5.08 Amendment and Modification. The Agreement may be amended, modified or supplemented only by a written instrument executed by the party against whom such amendment, modification or supplement is sought to be enforced.

5.09 Waiver of Compliance. Except as otherwise provided in this Agreement, any failure of any of the parties to comply with any obligation, covenant, agreement or condition herein may be waived by the party or parties entitled to the benefits thereof only by a written instrument signed by the party or parties granting such waiver, but any such waiver or the failure to insist upon strict compliance with any obligation, covenant, agreement or condition herein, shall not operate as a waiver of, or estoppel with respect to, any subsequent or other failure or breach.

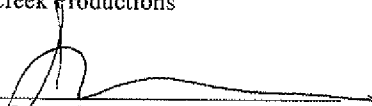
5.10 Entire Agreement. This Agreement and the Related Agreements embody the entire agreement and understanding of the parties hereto in respect of any transactions contemplated by this Agreement and Related Agreement and supersede all prior agreements and understandings between the parties with respect thereto.

5.11 Further Assurances. Subject to the terms and conditions of this Agreement, each of the parties hereto will use their best efforts to take, or cause to be taken, all action, and to do, or cause to be done, all things necessary, proper or advisable under applicable laws and regulations to consummate and make effective the sale of the Purchased Assets and the associated assignments and licenses. From time to time after the date hereof, Seller

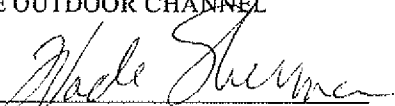
will, at its own expense and without further consideration, execute and deliver such documents to Buyer as Buyer may reasonably request in order more effectively to vest in Buyer good title to the Purchased Assets.

IN WITNESS WHEREOF, the parties have duly executed this Agreement as of the date first above written.

Wolf Creek Productions

By: 
Name: Steve Gruber
Title: President

THE OUTDOOR CHANNEL

By: 
Name: Wade Sherman
Title: Senior VP, Programming

AMENDMENT TO PURCHASE AGREEMENT

THIS AMENDMENT TO PURCHASE AGREEMENT ("**Amendment**") is made as of the Effective Date set forth below, by and between The Outdoor Channel, Inc., a Nevada corporation ("**Buyer**") with offices located at 43445 Business Park Drive, Suite 103, Temecula, California 92590, and Wolfcreek Productions, a Michigan corporation ("**Seller**"), located at 116 N. Main #B, Perry, MI 48872. This Amendment amends that certain Purchase Agreement between Buyer and Seller dated May 28 [2005] (the "**Agreement**").

RECITALS

WHEREAS, under the Agreement, Seller has agreed to produce, deliver and sell to, and Buyer has agreed to purchase from Seller, a total of one hundred fifty six (156) episodes of two High Definition television series (78 episodes of each series), one with a working title of "The Definitive Outdoorsman" and covering about 65% fresh and saltwater fishing and 35% hunting (which title was later changed to "**The Wild Life**") (referred to in the Agreement as "**Program A**" and hereinafter as "**The Wild Life**"), and the other with a working title of "The Wingshooter" and covering primarily bird hunting (referred to in the Agreement as "**Program B**" and hereinafter as "**Wingshooter**") (with each television program series referred to hereinafter collectively as the "**Programs**", and individually as the "**Program**").

WHEREAS, as of the Effective Date, Seller has delivered to Buyer, and Buyer has purchased, the following number of episodes:

<u>Program</u>	<u>2006</u>	<u>2007</u>
The Wildlife	26	9
Wingshooter	26	8

WHEREAS, as of the Effective Date, the following table sets forth the number of episodes for each Program yet to be produced and delivered by Seller, and purchased by Buyer:

<u>Program</u>	<u>2007</u>	<u>2008</u>	<u>Total</u>
The Wildlife	17	26	43
Wingshooter	18	26	44
Total:	35	52	87

WHEREAS, the parties wish to amend the Agreement to reduce the number of episodes for each Program to be produced, delivered and purchased under the Agreement and to increase the Purchase Price per finished episode, as set forth in this Amendment;

NOW, THEREFORE, in consideration of the premises and the promises set forth herein and in the Agreement, the parties hereby amend the Agreement as follows:

1. As of the Effective Date, the parties acknowledge that Seller has delivered to Buyer a total of thirty five (35) finished episodes of The Wildlife (26 in 2006; 9 in 2007) and a total of thirty four (34) finished episodes of Wingshooter (26 in 2006; 8 in 2007), for which Buyer has paid Seller in accordance with the Agreement.
2. As of the Effective Date, the parties acknowledge that there are a total of eighty seven (87) episodes for the Programs that remain to be produced and delivered under the Agreement. The parties hereby agree to amend the Agreement to provide for the remaining eighty seven (87) episodes to be replaced with eighty (80) episodes for the Programs (forty [40] episodes of The Wildlife and forty [40] episodes of Wingshooter), to be produced, delivered and purchased in accordance with the terms of the Agreement, further described as follows:

In accordance with the terms of the Agreement, in lieu of producing and delivering the remaining eighty seven (87) episodes for the Programs (43 episodes of "The Wildlife" and 44 episodes of "Wingshooter"),

Seller shall produce and deliver to Buyer, and Buyer agrees to purchase, forty (40) original half hour (28:30) episodes of each Program, with twenty (20) episodes of each Program to be produced, delivered and purchased in the calendar year 2008 and the additional twenty (20) episodes of each Program to be produced, delivered and purchased in the calendar year 2009, as follows:

<u>Program</u>	<u>2008</u>	<u>2009</u>	<u>Total</u>
The Wildlife	20	20	40
Wingshooter	20	20	40
Total:	40	40	80

3. The parties agree to amend the Purchase Price for the episodes to be produced, delivered and purchased under this Amendment as follows:

In accordance with the terms of the Agreement, in lieu of paying the Purchase Price set forth in Section 1.02 of the Agreement for the episodes to be produced, delivered and purchased under this Amendment, the parties agree that the Purchase Price per finished episode for the revised number of these remaining episodes shall be:

<u>Program</u>	<u>Year</u>	<u># of Episodes</u>	<u>Purchase Price Per Finished Episode</u>	<u>Total Purchase Price</u>
The Wildlife	2008	20	\$12,000	\$240,000
Wingshooter	2008	20	\$12,000	\$240,000
The Wildlife	2009	20	\$12,500	\$250,000
Wingshooter	2009	20	\$12,500	<u>\$250,000</u>
Total:		80		\$980,000

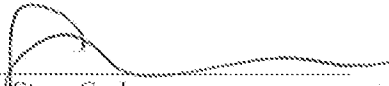
4. Construction and Ratification. On and after the date hereof, each reference in the Agreement to "this Agreement," "hereunder" or of words of like import referring to the Agreement shall mean and be a reference to the Agreement as amended by this Amendment. This Amendment specifically amends the Purchase Agreement to reduce the number of the remaining episodes and to provide for an increase in the Purchase Price per finished episode, each as described above. The Agreement as specifically amended by this Amendment is and continues to be in full force and effect and is hereby in all respects ratified and confirmed. The execution, delivery and effectiveness of this Amendment shall not, except as expressly provided herein, operate as a waiver of any right, power or remedy of any party to the Agreement nor constitute a waiver of any provision thereof.

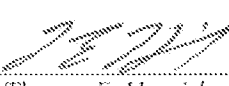
5. Counterparts. This Amendment may be executed in counterparts, each of which shall be deemed an original, and all such counterparts together shall constitute but one and the same instrument.

EACH OF THE UNDERSIGNED PARTIES has duly executed this Amendment as of the date and year set forth below. The Effective Date of this Amendment shall be the date set forth below under the signature clause for Outdoor Channel.

Seller: Wolfcreek Productions

The Outdoor Channel, Inc.

By: 
 Steve Gruber
 President

By: 
 Thomas E. Hornish
 EVP, COO & General Counsel

Date: 7-20-2007

Effective Date: 7/26/07