

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	MERGER
EFFECTIVE DATE:	07/01/2011

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
ISP Sports, LLC	FORMERLY International Sports Properties, Inc.	03/02/2010	LIMITED LIABILITY COMPANY: NORTH CAROLINA

RECEIVING PARTY DATA

Name:	IMG College, LLC
Street Address:	540 North Trade Street
City:	Winston-Salem
State/Country:	NORTH CAROLINA
Postal Code:	27101
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

PROPERTY NUMBERS Total: 3

Property Type	Number	Word Mark
Registration Number:	2997757	AMERICA'S HOME FOR COLLEGE SPORTS
Registration Number:	2242390	ISP
Registration Number:	2152121	ISP

CORRESPONDENCE DATA

Fax Number: (770)955-4491
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Email: mbridges@clc.com
 Correspondent Name: Maria Bridges/The Collegiate Licensing C
 Address Line 1: 290 Interstate North, Suite 200
 Address Line 4: Atlanta, GEORGIA 30339

NAME OF SUBMITTER:	Louis W. Doherty
Signature:	/Louis W. Doherty/

OP \$90.00 2997757

Date:

09/01/2011

Total Attachments: 4

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source=ISP Sports articles of merger, plan of merger#page1.tif

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2011

State of Delaware
Certificate of Merger of a Foreign Limited Liability Company
into a Domestic Limited Liability Company

Pursuant to Title 6, Section 18-209 of the Delaware Limited Liability Company Act.

First: The name of the surviving Limited Liability Company is IMG COLLEGE, LLC, a Delaware Limited Liability Company.

Second: The name of the Limited Liability Company being merged into this surviving Limited Liability Company is ISP SPORTS, LLC. The jurisdiction in which this Limited Liability Company was formed is North Carolina.


Third: The Agreement of Merger has been approved and executed by both Limited Liability Companies.

Fourth: The name of the surviving Limited Liability Company is IMG COLLEGE, LLC.

Fifth: The executed agreement of merger is on file at 540 North Trade Street, Winston-Salem, North Carolina 27101, the principal place of business of the surviving Limited Liability Company.

Sixth: A copy of the agreement of merger will be furnished by the surviving Limited Liability Company to any person holding an interest in any other business entity which is to merge or consolidate.

IN WITNESS WHEREOF, said Limited Liability Company has caused this certificate to be signed by an authorized person, this 1st day of July, 2011.

By: 
Authorized Person

Name: Anthony Crispino
Print or Type

State of Delaware
Secretary of State
Division of Corporations
Delivered 10:00 AM 07/01/2011
FILED 10:01 AM 07/01/2011
SRV 110787481 - 4882515 FILE

TRADEMARK
REEL: 004615 FRAME: 0226

*State of North Carolina
Department of the Secretary of State*

ARTICLES OF MERGER

Pursuant to North Carolina General Statute Sections 55-11-05(a), 55A-11-09(d), 55A-11-04, 57C-9A-22(a), 59-73.32(a) and 59-1072(a), as applicable, the undersigned entity does hereby submit the following Articles of Merger as the surviving business entity in a merger between two or more business entities.

1. The name of the surviving entity is IMG College, LLC, a *(check one)* corporation, nonprofit corporation, professional corporation, limited liability company, limited partnership, partnership, limited liability partnership organized under the laws of Delaware *(state or country)*.

2. The address of the surviving entity is:

Street Address 540 North Trade Street City Winston-Salem
State North Carolina Zip Code 27101
County Forsyth

(Complete only if the surviving business entity is a foreign business entity that is not authorized to transact business or conduct affairs in North Carolina.) The mailing address of the surviving foreign business entity is: _____

_____. The Surviving foreign business entity will file a statement of any subsequent change in its mailing address with the North Carolina Secretary of State.

3. For each merging entity: *(if more than one, complete on separate sheet and attach.)*

The name of the merged entity is ISP Sports, LLC, a *(check one)* corporation, nonprofit corporation, professional corporation, limited liability company, limited partnership, partnership, limited liability partnership organized under the laws of North Carolina *(state or country)*.

4. If the surviving business entity is a domestic business entity, the text of each amendment, if any, to the Articles of Incorporation, Articles of Organization, or Certificate of Limited Partnership within the Plan of Merger is attached.

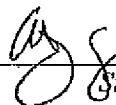
5. A Plan of Merger has been duly approved in the manner required by law by each of the business entities participating in the merger.

6. These articles will be effective upon filing.

This the 1st day of July, 2011.

ISP Sports, LLC

Name of Entity



Anthony D. Crispino, Manager

Type or Print Name and Title

NOTES:

1. Filing fee is \$50 for For-profit entities.
2. Filing fee is \$25 for Non-profit entities.
3. This document must be filed with the Secretary of State. Certificate(s) of Merger must be registered pursuant to the requirements of N.C.G.S. Section 47-18.1

AGREEMENT AND PLAN OF MERGER

THIS AGREEMENT AND PLAN OF MERGER ("Agreement") is entered into, as of this ___ day of July 2011, by and between IMG College, LLC, a Delaware limited liability company ("Parent") and ISP Sports, LLC, a North Carolina limited liability company ("Subsidiary").

WHEREAS, the sole member of each of Parent and Subsidiary have declared it advisable and in the best interest of the entities and their respective members to merge Subsidiary with and into Parent pursuant to the provisions of the Limited Liability Company Act of the State of Delaware (the "Delaware LLC Act") and the North Carolina Limited Liability Company Act ("NC LLC Act") upon the terms and conditions set forth below.

NOW THEREFORE, for and in consideration of the premises and of the mutual promises and conditions herein contained, the parties do hereby agree as follows:

1. Merger. Subsidiary shall, pursuant to the provisions of the Delaware LLC Act and the NC LLC Act, be merged with and into Parent, which shall be the surviving entity from and after the date the Certificate of Merger is filed with the Secretary of State of the State of Delaware (the "Effective Time"), and which shall continue to exist under the name of IMG College, LLC, a Delaware limited liability company (the "Surviving Entity"). The separate existence of Subsidiary shall cease as of the Effective Time in accordance with the provisions of the Delaware LLC Act and the NC LLC Act.

2. Certificate of Formation. The Certificate of Formation of the Parent shall continue to be the Certificate of Formation of the Surviving Entity and such Certificate of Formation shall continue in full force and effect until amended and changed in the manner prescribed by the provisions of the Delaware LLC Act.

3. Operating Agreement. The present Operating Agreement of Parent shall be the Operating Agreement of the Surviving Entity and such Operating Agreement shall continue in full force and effect until amended and changed in the manner prescribed by the provisions of the Delaware LLC Act.

4. Officers. The present officers of Parent shall be the officers of the Surviving Entity at the Effective Time, all of whom shall hold their offices until the election and qualification of their respective successors or until their earlier removal, resignation or death in accordance with the Operating Agreement of the Surviving Entity.

5. Exchange of Membership Interests. At the Effective Time, each issued and outstanding membership interest of Subsidiary shall not be converted into any membership interests in the Surviving Entity and shall be canceled. At the Effective Time, each issued and outstanding membership interest in Parent shall not be converted or exchanged in any manner, but as of the Effective Time shall constitute one membership interest of the Surviving Entity.

6. Execution, Filing and Recordation. Parent and Subsidiary agree that they will cause to be executed and filed and recorded any document or documents prescribed by the laws

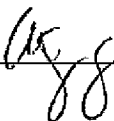
of their respective states of incorporation, and that they will cause to performed all actions required to effectuate the merger herein provided for.

7. Termination. This Agreement may be terminated at any time prior to filing thereof with the Secretary of State of Delaware upon the vote of the equity holders of either Parent or Subsidiary. In the event of such termination, this Agreement shall forthwith become void and neither party, nor any of their respective directors, officers or employees shall have any liability hereunder.

IN WITNESS WHEREOF, Parent and Subsidiary have executed this Agreement as of the date and year first set forth above.


IMG COLLEGE, LLC

ISP SPORTS, LLC



Name:

Title:



Name: Anthony D. Crispino

Title: Manager