

## 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
Fight! Media, LLC		02/10/2012	LIMITED LIABILITY COMPANY: GEORGIA
RECEIVING PARTY DATA			
Name:	Bluff Holding Company, LLC		
Street Address:	700 Central Avenue		
City:	Louisville		
State/Country:	KENTUCKY		
Postal Code:	40208		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	3410078	FIGHT!	
Registration Number:	3402741	FIGHT!	
CORRESPONDENCE DATA			
Fax Number:	(502)540-2268		
Phone:	502/587-3707		
Email:	aberge@bgdlegal.com		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Correspondent Name:	Amy B. Berge		
Address Line 1:	101 South Fifth Street		
Address Line 2:	3500 National City Tower		
Address Line 4:	Louisville, KENTUCKY 40202		
ATTORNEY DOCKET NUMBER:	113279.000001		
NAME OF SUBMITTER:	Amy B. Berge		

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Signature:	/Amy B. Berge/
Date:	02/27/2012
<b>Total Attachments: 5</b> source=Fight! Media, LLC to Bluff Holding Company, LLC assignment#page1.tif source=Fight! Media, LLC to Bluff Holding Company, LLC assignment#page2.tif source=Fight! Media, LLC to Bluff Holding Company, LLC assignment#page3.tif source=Fight! Media, LLC to Bluff Holding Company, LLC assignment#page4.tif source=Fight! Media, LLC to Bluff Holding Company, LLC assignment#page5.tif	

## INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This Intellectual Property Assignment Agreement (the "Assignment"), dated as of February 10, 2012, is by and between Fight! Media, LLC, a Georgia limited liability company, with its principal place of business located at 1200 Lake Hearn Dr., Suite 450, Atlanta, GA 30319, ("Assignor") to Bluff Holding Company, LLC, a Delaware limited liability company, with its principal place of business located at 700 Central Avenue, Louisville, Kentucky 40208, ("Assignee").

WHEREAS, Assignor is the owner of certain intellectual property listed on the attached Schedule A (the "Assigned IP");

WHEREAS, Assignor and Assignee have entered into an Asset Purchase Agreement of even date herewith (the "Purchase Agreement") pursuant to which Assignor is selling certain assets to Assignee, including the Assigned IP; and

WHEREAS, pursuant to the Purchase Agreement, the Assignee has acquired all right, title and interest in and to the Assigned IP, including any and all goodwill of the business associated with the use of, and symbolized by the trademarks included in the Assigned IP, and the parties wish to record such acquisition in the United States Patent and Trademark Office and any applicable foreign patent and/or trademark offices.

NOW, THEREFORE, in consideration of the sum of US\$10 (ten US Dollars) and other good and valuable consideration paid by the Assignee to the Assignor, the receipt and sufficiency of which is hereby acknowledged, Assignor and Assignee agree as follows:

1. Assignment of Trademarks. Effective as of the date hereof, and pursuant to the Purchase Agreement, Assignor sells, transfers, conveys, assigns and delivers to Assignee and Assignee accepts all right, title and interest of Assignor in and to (i) the trademarks set forth in Schedule A hereto together with the goodwill of the business symbolized thereby; (ii) all renewals and extensions of any such application, registration and filing; (iii) all licenses for the use of such trademarks; (iv) all rights to sue for past, present and future infringement of such trademarks, and the right of recovery, including but not limited to damages for past, present and future infringement; and (v) the right to assign the rights conveyed herein, the same to be held and enjoyed by Assignee for its own use and benefit, and for the benefit of its successors, assigns, and legal representatives (the "Assigned Trademarks").
2. Successors. This Assignment shall inure to the benefit of and is binding upon the respective successors and assigns of Assignor and Assignee.
3. Governing Law. This Assignment shall be governed by, and construed in accordance with (i) the laws of the United States, in respect to trademark and patent issues, and (ii) in all other respects, including as to validity (except for patent and trademark issues), interpretation and effect, by the laws of the State of Georgia without giving effect to the conflict of laws rules thereof.

4. Counterparts. This Assignment may be executed in separate counterparts, each of which is deemed to be an original and all of which taken together constitute one and the same agreement.
5. Miscellaneous. This Assignment is subject to all the terms and conditions of the Purchase Agreement. The parties intend that this Assignment is for recordation purposes only and its terms shall not modify the applicable terms and conditions of the Purchase Agreement, and that the Purchase Agreement shall control in the event of any conflict or ambiguity between the terms and conditions of the Assignment and the terms and conditions of the Purchase Agreement.

*[Remainder of page intentionally left blank; signature page follows.]*



ACCEPTED BY:

ASSIGNEE

BLUFF HOLDING COMPANY, LLC

William E. Mudd M7

Name: William E. Mudd

Title: Treasurer

Date: 2/10/12

STATE OF Kentucky )  
 ) ss.  
COUNTY OF Jefferson )

Before me, the undersigned authority, on this 10 day of February, 2012, personally appeared William E. Mudd known to me as the person whose name is subscribed to the foregoing instrument and acknowledged to me that he/she executed the same for the purposes and consideration therein expressed, in the capacity state, and with authority to act in this assignment on behalf of the Assignee.

Kimberly S. Tobin  
Notary Public

Kimberly S. Tobin  
(Signature of Notary)

\_\_\_\_\_  
(Legibly Print or Stamp Name of Notary)