900236282 10/17/2012

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	
GEKKO BLOGS LLC		102/01/2007	LIMITED LIABILITY COMPANY: NEW JERSEY

RECEIVING PARTY DATA

Name:	ESPN Starwave Partners		
Street Address:	ESPN Plaza		
City:	Bristol		
State/Country:	CONNECTICUT		
Postal Code:	06010		
Entity Type:	PARTNERSHIP: NEW YORK		
Composed Of:	STARWAVE VENTURES, INC., WASHINGTON, CORPORATION ESPN ONLINE VENTURES, INC., DELAWARE, CORPORATION		

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Serial Number:	77080152	TRUEHOOP

CORRESPONDENCE DATA

Fax Number: 2027995144

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent

via US Mail.

Phone: 2027994000

Email: gregory.esau@dlapiper.com

Correspondent Name: Ryan C. Compton
Address Line 1: 500 Eighth Street, NW

Address Line 4: Washington, DISTRICT OF COLUMBIA 20004

ATTORNEY DOCKET NUMBER:	ESPN-TRUEHOOP		
NAME OF SUBMITTER:	Ryan C. Compton		

TRADEMARK
REEL: 004882 FRAME: 0863

OP \$40 00 770

Signature:	/Ryan C. Compton/
Date:	10/16/2012
Total Attachments: 4 source=True Hoop Trademark Assignment#page1.tif source=True Hoop Trademark Assignment#page2.tif source=True Hoop Trademark Assignment#page3.tif source=True Hoop Trademark Assignment#page4.tif	

TRADEMARK
REEL: 004882 FRAME: 0864

TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT (this "Assignment") is made and dated as of February 1007 (the "Effective Date"), by and between ESPN Starwave Partners d/b/a ESPN Internet Ventures and EIV Ventures, a New York general partnership having a principal place of business at ESPN Plaza, Bristol, Connecticut 06010-7454 ("Assignee"), and Gekko Blogs, LLC, a New Jersey Limited Liability Company with an address at 56 Main Street, Suite 2D, Flemington, NJ 08822 ("Assignor").

WHEREAS, Assignor owns the TRUEHOOP trademark as set forth on Schedule A attached hereto (the "Trademark");

WHEREAS, Assignee desires to acquire from Assignor, and Assignor agree to transfer and assign to Assignee, all of Assignor's right, title and interest in and to the Trademark, together with the goodwill of the business connected with the use of and symbolized by the Trademark;

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor, intending to be legally bound, covenant and agree as follows.

- and entirely as the same would have been held and enjoyed by Assignor if this transfer and assignment had not been made, and Assignee hereby accepts the transfer and assignment of, (i) all of Assignor's rights, title, and interest in and to the Trademark, together with the goodwill of the business connected with the use of and symbolized by the Trademark, to be held and enjoyed by Assignee for its own use and benefit and for the use and benefit of its successors and assigns, and (ii) all rights of Assignor to bring an action, whether at law or in equity, against any third party for infringement or other misuse of any of the Trademark, including the right to bring an action for past, present and future infringement, dilution, unfair competition, or other misappropriation or misuse, and all rights to recover damages, profits, attorneys' fees, and injunctive relief for infringement, dilution, unfair competition, or other misappropriation or misuse. All of the rights transferred in this paragraph are referred to herein as the "Trademark Rights."
- 2. <u>Further Actions</u>. Assignor hereby consents and agrees to any lawful action taken by the Assignee in connection with the enforcement of, or the legal protection of, the Trademark Rights, and confers upon the Assignee full right of substitution in any and all such actions.
- 3. Representation. Assignor represents and warrants that it owns rights, title and interest in the TRUEHOOP trademark assigned herein and/or that it has the authority to make the transfers granted hereunder. Assignor hereby represents and warrants that the information set forth in Schedule A is accurate and complete and that neither it nor, to its knowledge, any entity controlled by, controlling or under common control with the Assignor own any other trademark applications or registrations for the TRUEHOOP trademark other than the one identified on Schedule A. Assignor also represents and warrants that to the best of its

TRADEMARK REEL: 004882 FRAME: 0865 knowledge no outstanding claims against Assignor's rights in and to the trademark TRUEHOOP currently exist. Assignor represents and warrants that it is not prohibited nor in any manner otherwise restricted, by any law, regulation or administrative or judicial order of the United States from entering into this agreement or carrying out its provisions or the transactions contemplated thereby.

- 4. <u>Indemnification</u>. Assignor agrees to and shall indemnify, defend and hold harmless ESPN and its parent and affiliates and its and their directors, shareholders, officers, agents, employees, successors and assigns from and against any and all from and against any and all third party claims, demands, suits, judgments, damages, costs, losses and expenses (including reasonable attorneys' fees and expenses) arising out of any breach by Assignor of this agreement.
- 5. <u>Severability</u>. Each and every clause of this agreement is severable from the whole and shall survive unless the entire Agreement is declared unenforceable.
- 6. Counterparts. This agreement may be executed in several counterparts, each of which will be deemed to be an original, and each of which alone and all of which together, shall constitute one and the same instrument, but in making proof of this agreement it shall not be necessary to produce or account for each copy of any counterpart other than the counterpart signed by the Party against whom this agreement is to be enforced. This agreement may be transmitted by facsimile, and it is the intent of the Parties for the facsimile of any autograph printed by a receiving facsimile machine to be an original signature and for the facsimile and any complete photocopy of this agreement to be deemed an original counterpart.
- 7. Amendment and Waiver. No amendment or waiver to this agreement shall be binding unless approved in writing by both parties. A waiver shall in no event be deemed a continuing waiver unless specifically so designated in writing.
- 8. <u>Captions</u>. All captions in this agreement are intended solely for the convenience of the parties, and none shall affect the meaning or construction of any provision.
- 9. <u>Guaranty</u>. Henry Abbott, principal of Seller, hereby personally guarantees the performance and financial obligations of Seller hereunder.

TRADEMARK REEL: 004882 FRAME: 0866 Schedule A

MARK: TRUEHOOP (USPTO Serial # 77080152)

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IN WITNESS WHEREOF, each of the parties have caused this Assignment to be duly executed and delivered as of the day and year first above written.

GEKKO BLOGS, LLC

BY:

HENRY ABBOTT, MEMBER and as

Guarantor per paragraph 9 above

ACCEPTED AND AGREED TO:

ESPN STARWAVE PARTNERS d/b/a ESPN INTERNET VENTURES AND EIV VENTURES

Its General Partner

By:

Name:

Title:

TRADEMARK REEL: 004882 FRAME: 0868

RECORDED: 10/17/2012