

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM314203

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
ESPN Starwave Partners		04/11/2013	PARTNERSHIP: NEW YORK
ESPN Productions, Inc.		04/11/2013	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Student Sports LLC		
Street Address:	23954 Madison Street		
City:	Torrance		
State/Country:	CALIFORNIA		
Postal Code:	90505		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3129554	AREA CODE	
CORRESPONDENCE DATA			
Fax Number:	3108991016		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	310 576-7312		
Email:	jb@colemanfrost.com		
Correspondent Name:	J.B. Frost, Coleman Frost LLP		
Address Line 1:	429 Santa Monica Blvd.		
Address Line 2:	Suite 700		
Address Line 4:	Santa Monica, CALIFORNIA 90401		
NAME OF SUBMITTER:	J.B. Frost		
SIGNATURE:	/J.B. Frost/		
DATE SIGNED:	08/15/2014		
Total Attachments: 3			
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TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT (this "Assignment") is made and dated as of April 11, 2013 (the "Effective Date"), by ESPN Starwave Partners dba ESPN Internet Ventures Starwave Ventures, Inc., a Washington corporation and ESPN Online Ventures, Inc., a general partnership having a principal place of business at 605 Third Avenue, New York, NY 10158 and ESPN Productions, Inc., a Delaware corporation with a principal place of business at ESPN Plaza, Bristol, CT 06010-1099, ("Assignor"), to Student Sports LLC, a Delaware limited liability company having a principal place of business at 23954 Madison Street, Torrance CA 90505 ("Assignee").

WHEREAS, Assignors own the Area Code trademark and the registration relating thereto identified and set forth on Schedule A attached hereto (the foregoing collectively referred to herein as the "Trademarks");

WHEREAS, Assignee desires to acquire from Assignors, and Assignors agree to transfer and assign to Assignee, all of Assignors' 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, Assignors, intending to be legally bound, covenant and agree as follows.

1. Assignment. Assignors hereby transfer and assign to Assignee, as fully and entirely as the same would have been held and enjoyed by Assignors if this transfer and assignment had not been made, and Assignee hereby accepts the transfer and assignment of, (i) all of Assignors' 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 Assignors 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. Further Actions. Assignors hereby consent and agree 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. Assignors hereby represent and warrant that the information set forth in Schedule A is accurate and complete and that neither they nor, to their knowledge, any entity controlled by, controlling or under common control with the Assignor

own any other trademark applications or registrations for the "Area Code" trademark other than those identified on Schedule A.

4. In consideration for the assignment of the Trademark to Transferee, Transferee agrees to allow Transferor (i) to record, distribute, transmit, exhibit, license, advertise, duplicate, promote, perform, telecast and otherwise exploit (collectively, "distribute") the recordings of and their constituent elements and any other material pertaining to the Area Code events in ESPN's possession and control throughout the universe, by way of all means and media (ii) access, for scouting review purposes, to any video content Transferee might make available to any other sports or newsgathering entities; and (iii) admission-free access to the events historically associated with the Area Code games.

5. Validity. This Agreement is valid only if executed simultaneously with the Domain Name Assignment agreement by and between ESPN, Inc. and ESPN Internet Ventures on one hand and Student Sports LLC on the other.

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.

ESPN STARWAVE PARTNERS DBA
STARWAVE INTERNET VENTURES
STARWAVE PARTNERS, INC.

By: _____
Name: John Koster
Title: VP-ESPN/STARWAVE PARTNERS

ESPN ONLINE VENTURES

By: _____
Name: John Koster
Title: VP-ESPN/ONLINE VENTURES

ESPN PRODUCTIONS, INC.

By: Mona P. O'Connell
Name: Mona P. O'Connell
Title: SVP

STUDENT SPORTS LLC

By: Andy Bark
Name: ANDY BARK
Title: PRESIDENT

Schedule A

Registration/Serial No.

Trademark

[RN 3129554]

Area Code