

07-20-2001



101784329
RECORDATION FROM COVER SHEET
TRADEMARKS ONLY

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

Submission Type

- New 7-13-01
- Resubmission (Non-Recordation)
Document ID#
- Correction of PTO Error
Reel # Frame #
- Corrective Document
Reel # Frame #

Conveyance Type

- Assignment
- Security Agreement
- Merger
- Change of Name
- Other
- License
- Nunc Pro Tunc Assignment**

RECEIVED
 TRADEMARK OFFICE
 JUL 13 2:13 PM '01
 U.S. PATENT & TRADEMARK OFFICE
 EXECUTION DATE 4/13/01

Conveying Party

Mark if additional names of conveying parties attached

Name

Execution Date
Month Day Year

Formerly

- Individual
- General Partnership
- Limited Partnership
- Corporation
- Association

Other

Citizenship/State of Incorporation/Organization

Receiving Party

Mark if additional names of conveying parties attached

Name

DBA/AKA/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)

- Individual
- General Partnership
- Limited Partnership

- Corporation
- Association

Other

Citizenship/State of Incorporation/Organization

If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be a separate document from Assignment)

07/19/2001 TDI/AZ1 00000065 2378632

FOR OFFICE USE ONLY

03 FD:461

40.00 CP

Public burden reporting for this collection of information is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C., 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0651-0027), Washington, D.C., 20503. See OMB Information Collection Budget Package 0651-0027, Patent and Trademark Assignment Practice. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS.

Mail documents to be recorded with required cover sheet(s) information to:
Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20231

TRADEMARK
REEL: 002332 FRAME: 0180

Domestic Representative Name and Address

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Correspondent Name and Address

Area Code and Telephone Number

703-610-6147

Name Timothy J. Lyden

Address (line 1) Hogan & Hartson L.L.P.

Address (line 2) Suite 1100

Address (line 3) 8300 Greensboro Drive

Address (line 4) McLean, Virginia 22102

Pages Enter the total number of pages of the attached conveyance document including any attachments. # 3

Trademark Application Number(s) or Registration Number(s)

Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)

Registration Number(s)

<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>

2,378,632	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>

Number of Properties

Enter the total number of properties involved.

1

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41):

\$ 40.

Method of Payment:

Enclosed

Deposit Account

Deposit Account

(Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number:

08-2550

Authorization to charge additional fees:

Yes

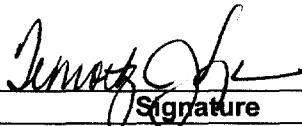
No

Statement and Signature

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is true copy of the original document. Charges to deposit account are authorized, as indicated herein.

Timothy J. Lyden

Name of Person Signing



Signature

7/13/01

Date Signed

ASSIGNMENT OF TRADEMARK

This ASSIGNMENT OF TRADEMARK (the "Assignment") is dated April 13, 2001, effective as of November 25, 2000, between and among Concerts West Ltd., a Nevada corporation with offices located at 405 S. Beverly Drive, 5th Floor, Beverly Hills, CA 90212 ("Assignor"), and Anschutz Entertainment Group, Inc., a Colorado corporation with offices located at Staples Center, 1111 South Figueroa Street, Suite 3100, Los Angeles, CA 90015 ("Assignee").

WHEREAS, Assignor is the owner of a federal trademark registration (Registration No. 2,378,632) for the mark CONCERTS WEST for organizing, promoting and producing musical events (the "Mark"); and

WHEREAS, Assignor is also the owner of a State of California trademark registration (Registration No. 50,443) for the Mark; and

WHEREAS, Assignee desires to acquire all right, title and interest in and to the Mark together with the goodwill of the business symbolized by the Mark from Assignor, and Assignor desires to assign all of its respective right, title and interest in and to the Mark together with the goodwill of the business symbolized by the Mark to Assignee, upon the terms and conditions set forth herein.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by Assignor, the parties agree as follows:

1. Assignor hereby assigns to Assignee, and Assignee hereby accepts from Assignor, all of its respective right, title, and interest in and to the Mark together with the goodwill of the business symbolized by the Mark, including all federal and state trademark registrations and applications therefor. Assignee shall have the sole right to sue and collect damages and/or profits for past, present and future infringements or dilution of or damage or injury to the Mark.

2. At any time, and from time to time after the date hereof, at Assignee's request, Assignor shall execute and deliver such other instruments of sale, transfer, conveyance, assignment and confirmation and take such other action at Assignee's expense as Assignee may reasonably deem necessary or desirable in order to more effectively transfer, convey and assign to Assignee and to confirm Assignee's title to the Mark and any and all federal and state registrations thereof or applications therefor, and to assist Assignee in exercising all rights with respect thereto.

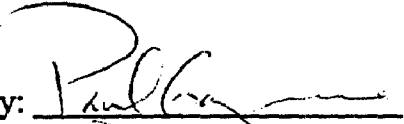
3. This Assignment is being delivered pursuant to an Asset Purchase Agreement ("Purchase Agreement") dated the date hereof among Assignor, Assignee, John Meglen, Paul Gongaware and ArenaNetwork.net, Inc., the terms of which shall control this Assignment. No modifications of or additions to this Assignment shall have effect unless in writing and properly executed by both parties, making specific reference to this Assignment by date, parties, and subject matter. This Assignment and the rights and obligations of the parties hereunder shall be governed by and construed in accordance with the laws of the State of

California, without regard to its conflict of laws principles. This Assignment may be executed in counterparts.

IN WITNESS WHEREOF, the parties hereto have caused this Assignment to be executed by their respective duly authorized representatives as of the day and year above written.

ASSIGNOR:

Concerts West Ltd.

By: 
Name: Paul Bergman
Title: Pres

ASSIGNEE:

Anschutz Entertainment Group, Inc.

By: _____
Name: _____
Title: _____

California, without regard to its conflict of laws principles. This Assignment may be executed in counterparts.

IN WITNESS WHEREOF, the parties hereto have caused this Assignment to be executed by their respective duly authorized representatives as of the day and year above written.

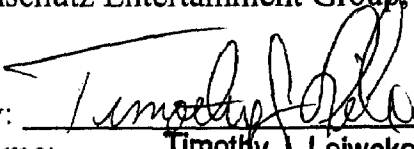
ASSIGNOR:

Concerts West Ltd.

By: _____
Name: _____
Title: _____

ASSIGNEE:

Anschutz Entertainment Group, Inc.

By: 
Name: Timothy J. Leiweke
Title: President