

TRADEMARK ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Do Tell, Inc.		07/22/2005	CORPORATION: PENNSYLVANIA
RECEIVING PARTY DATA			
Name:	Martina Navratilova		
Street Address:	c/o Barbara L. Delaney, Esquire, Pepper Hamilton LLP		
Internal Address:	3000 Two Logan Square, 18th & Arch Streets		
City:	Philadelphia		
State/Country:	PENNSYLVANIA		
Postal Code:	19103-2799		
Entity Type:	INDIVIDUAL:		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	2044020	THE RAINBOW CARD	
Registration Number:	2120079		
Registration Number:	2129089		
CORRESPONDENCE DATA			
Fax Number:	(215)981-4750		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	(215) 981-4632		
Email:	delaneyb@pepperlaw.com		
Correspondent Name:	Barbara L. Delaney		
Address Line 1:	Eighteenth & Arch Streets		
Address Line 2:	3000 Two Logan Square		
Address Line 4:	Philadelphia, PENNSYLVANIA 19103-2799		
NAME OF SUBMITTER:	Barbara L. Delaney		
Signature:	/barbaraldelaney/		

OP \$90.00 2044020

Date:

07/27/2005

Total Attachments: 3

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INTELLECTUAL PROPERTY ASSIGNMENT

This INTELLECTUAL PROPERTY ASSIGNMENT ("Assignment") is effective on the 22nd day of July, 2005 by and between Do Tell, Inc. ("Assignor") and Martina Navratilova ("Assignee").

WHEREAS, pursuant to an Asset Purchase Agreement dated July 9, 2005 by and among Assignor and Assignee (the "Purchase Agreement"), Assignee purchased certain of the assets of Assignor;

WHEREAS, pursuant to the Purchase Agreement, Assignor agrees to irrevocably assign to Assignee Assignor's entire right, title and interest in and to all of the Intellectual Property (as defined in the Purchase Agreement), including without limitation the Intellectual Property set forth in Schedule A of the Purchase Agreement;

WHEREAS, Assignor desires to hereby transfer all Intellectual Property, in and to which Assignor has any right, title and interest, to Assignee pursuant to the Purchase Agreement; and

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein and in the Purchase Agreement and intending to be legally bound hereby, the parties agree as follows:

1. Assignor hereby sells, assigns and transfers to Assignee all of Assignor's right, title and interest in and to the Intellectual Property, including but not limited to renewal rights therein, the right to obtain registrations of the Intellectual Property in the United States and throughout the world, and the right to sue and recover any and all damages and profits, and any and all other remedies, for past, present or future infringements or violations thereof, all in Assignee's sole name.
2. Assignee hereby accepts the foregoing assignment but shall only assume all liabilities, debts and obligations associated with the Intellectual Property to the limited extent set forth in the Purchase Agreement.
3. Assignor hereby authorizes and requests the applicable domain registrars, United States Commissioner of Patents and Trademarks, and as appropriate, the corresponding officials of the several states and of all foreign countries, to record Assignee as the owner of and/or to issue to Assignee in accordance with this instrument all registrations having to do with the Property and all applications for any of the same.
4. Assignor shall cooperate with Assignee in any action Assignee reasonably requests that Assignor take in order to effectuate, carry out, or fulfill the parties' intent and/or Assignor's obligations hereunder, including, without limitation, the execution of any instruments and papers that are necessary or desirable, in Assignee's sole discretion, to consolidate, confirm, vest and/or record Assignee's full and complete ownership of the Intellectual Property with, for example, the U.S. Patent and Trademark Office or equivalent foreign offices.

GENERAL

5. Entire Agreement. This Assignment and the Purchase Agreement contain the entire agreement of the parties with respect to the subject matter of this Assignment. No prior agreement or understanding pertaining to any such matter shall be effective. This Assignment may only be modified in a written instrument executed by the parties.

6. Binding Assignment. This Assignment shall be binding upon and inure to the benefit of each of the parties hereto, their successors and permitted assigns.

7. Severability. If any provision of this Assignment shall be deemed invalid or unenforceable by any court of competent jurisdiction, then such portion shall be deemed severed, and the remainder thereof shall be enforceable in accordance with its terms.

8. Counterparts. This Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

9. Headings. All headings contained in this Assignment are for reference only and shall not affect the meaning or interpretation of this Assignment in any manner.

IN WITNESS WHEREOF, the parties hereto have caused this Assignment to be duly executed on the day and year first above written.

Assignor:
Do Tell, Inc.

By: Marcy d. Becker

Dated: 7/22/05

Assignee:

By: Martina Navratilova

Dated: 7-22-2005

SCHEDULE A – PURCHASED INTELLECTUAL PROPERTY ASSETS

SERVICE MARKS

<u>Mark</u>	<u>Original Registration Date-Status</u>	<u>Owner of Record</u>	<u>Registration or Application #</u>
THE RAINBOW CARD	3/11/97 – Registered	Do Tell, Inc. (PA Corp.)	2044020
Swirl Design	12/9/97 – Registered	Do Tell, Inc. (PA Corp.)	2120079
Swirl Design	1/13/98 – Registered	Do Tell, Inc. (PA Corp.)	2129089
THE RAINBOW CARD	7/30/98 – Registered United Kingdom	Do Tell, Inc. (PA Corp.)	2204475
THE RAINBOW CARD	Allowed Canada	Do Tell, Inc. (PA Corp.)	CA1023118 ¹
THE RAINBOW CARD	Registered Australia	Do Tell, Inc. (PA Corp.)	738899

**PORTIONS
REDACTED**