

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL
EFFECTIVE DATE:	07/20/2004

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
XWF Network, L.L.C.		07/20/2004	Limited Liability Company:

RECEIVING PARTY DATA

Name:	XWF Wrestling, LLC
Street Address:	5327 Commercial Way
Internal Address:	Suite C-114
City:	Spring Hill
State/Country:	FLORIDA
Postal Code:	34606
Entity Type:	Limited Liability Company: FLORIDA

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	2802879	XWF

CORRESPONDENCE DATA

Fax Number: (813)223-7118
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 813-225-2500
 Email: LisaH@jpfirm.com
 Correspondent Name: Frank R. Jakes
 Address Line 1: 403 East Madison Street
 Address Line 2: Suite 400
 Address Line 4: Tampa, FLORIDA 33602

NAME OF SUBMITTER:	Frank R. Jakes
Signature:	/Frank R. Jakes/

OP \$40.00 2802879

Date:

08/17/2005

Total Attachments: 5

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BILL OF SALE AND ASSIGNMENT

This Bill of Sale and Assignment is made and entered into effective the 20th day of July, 2004 by and between XWF Network, L.L.C., 80 Broad St., 12th Floor, N.Y., N.Y. 10004 ("Transferor") and XWF Wrestling, L.L.C. ("Transferee").

In consideration of one hundred thousand and no/100 Dollars (U.S. \$100,000.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Transferor and Transferee hereby agree as follows:

1. Transferor does hereby sell, convey, transfer, assign, set over and deliver to Transferee all of its right, title and interest in and to the assets (collectively, the "Assets") identified on EXHIBITS A, B, C, D, E, and F attached hereto, as related to Transferor's Business. As used herein, "Transferor's Business" shall mean all business operations and similar activity related to the development, production, promotion and display of professional wrestling events.
2. The transfer and assignment of the XWF trademark includes all similar marks thereto, the goodwill associated therewith, and all rights for such mark's future use whether at common law or by statute and all registrations (including all rights to the U.S. Service Mark Registration No. 2,802,879 in the United States Trademark Office), it being the intent of the parties that such rights being transferred are all common law rights established by state and/ or federal or international statutes and regulations attached hereto as EXHIBIT A.
3. The transfer and assignment of all footage of XWF wrestling events which have been filmed, and all aspects thereto, including without limitation, all film footage (in whatever means stored) all pictures and images, sounds, scripts, themes, logos, production materials, and all licenses or leases of Transferor with respect thereto attached hereto as EXHIBIT B.
4. The transfer and assignment of all of the contents contained in SHURGARD Storage of West Waters, 6126 Waters Ave., W., Tampa, Florida 33643, locker #'s 408 and 1701, including but not limited to, 16 foot by 16 foot wrestling ring and full equipment related thereto, wrestling mats, championship wrestling belts, etc. as listed in attached hereto as EXHIBIT C. Transferee has agreed to inventory and approve the contents of each locker before executing this Agreement.
5. The transfer and assignment to Transferee of the Termination and Release of the XWF Network, L.L.C. / TVN Entertainment Corporation Agreement dated February 7, 2003 attached hereto as Exhibit D. Additionally, the transfer and assignment to Transferee of the Termination and Release of the XWF Network, L.L.C. / Okerlund, Inc. Representation Agreement dated August 26, 2003 attached hereto as Exhibit E.
6. The transfer and assignment to Transferee of the Independent Contractor Agreements and the Independent Contractor Agreements (Short Term) attached hereto as Exhibit F.

7. The transfer and assignment to Transferee of any and all related intangible property rights of Transferor related to Transferor's business.
8. This Bill of Sale and Assignment is made pursuant to and shall be governed by and construed in accordance with the laws of the state of New York and applicable federal law. The appropriate state or federal courts located in New York, New York, shall have exclusive jurisdiction over all matters arising under this bill of sale and assignment and shall be the proper forums in which to adjudicate such matters.
9. In case of any one or more of the provisions of this Bill of Sale and Assignment shall for any reason, be held to be invalid, illegal, or unenforceable in any effect, any other provision hereof and this instrument shall be construed as if such invalid, illegal, or unenforceable provision(s) has never been contained herein. Such invalid, illegal, or unenforceable provision(s) shall be given effect to the maximum extent permitted by law.
10. The terms and conditions of this Bill of Sale and Assignment have been negotiated fully and freely between the parties hereto, all of whom have had the full and complete opportunity to be represented by independent legal counsel. This Bill of Sale and Assignment may not be modified or amended except by an instrument in writing executed by both Transferor and Transferee.
11. Transferee acknowledges and accepts the risk that the Assets may not generate any revenues or profits, and Transferee acknowledges and agrees that in order for the assets to be placed in a position to make any potential profit, additional funds and capital, of an undefined amount, are needed.
12. Transferor does hereby represent and warrant to Transferee that the Assets are hereby transferred and assigned to Transferee free and clear of any and all claims, liens and encumbrances and that Transferor has all right and authority to enter in to fulfill the terms of this Bill of Sale and Assignment. Except as otherwise provided in this paragraph 12 and paragraph 16, the Assets are delivered in their AS-IS state and condition, and Transferor disclaims all other warranties of any kind including without limitation the implied warranties of merchantability and fitness for a particular purpose.
13. The terms and conditions of this Bill of Sale and Assignment shall inure to the benefit of and be binding upon the respective heirs, legal representatives, successors and assigns of the parties hereto.
14. Upon request of Transferee, Transferor agrees to execute such other reasonable documentation necessary or appropriate to confirm and record the terms of the Bill of Sale and Assignment.
15. This Bill of Sale and Assignment may be executed in multiple counterparts and 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 letter to be deemed an original counterpart.

16. Transferor hereby represents and warrants that the nine (9) hours of edited wrestling tapes and the XWF graphics tape located in Minneapolis, Minnesota are in good condition and good working order.

17. Transferee agrees to indemnify and hold harmless Transferor from and against any and all liabilities and expenses whatsoever, including claims, damages, judgments, awards, settlements, costs and attorney's fees which Transferor may incur or become obligated to pay arising out of or resulting from use of the Hulk Hogan "Dark Match" with Curt Henning and Bobby Henan as manager. Transferee acknowledges and agrees that Transferor has no rights with respect to this tape and that Transferee will make no use of this tape unless Transferee obtains written permission from Hulk Hogan, Curt Henning and Bobby Henan or their attorneys or representatives to use said tape.

18. This Bill of Sale and Assignment may be executed via facsimile and in counterparts, each of which shall be considered an original, and all of which shall constitute one and the same instrument.

IN WITNESS WHEREOF, the undersigned parties hereto have executed this Bill of Sale and Assignment effective the date first above written.

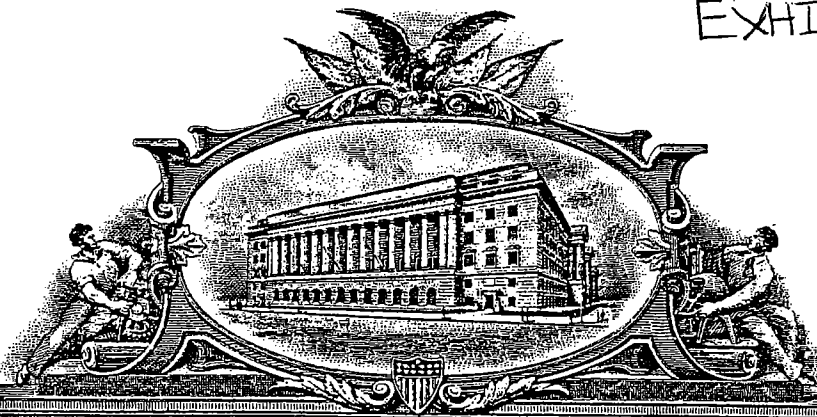
XWF Network, L.L.C.

XWF Wrestling, L.L.C.

By: John H. Flood III
John H. Flood III

By: [Signature]

1167609



THE UNITED STATES OF AMERICA

TO ALL TO WHOM THESE PRESENTS SHALL COME:

UNITED STATES DEPARTMENT OF COMMERCE

United States Patent and Trademark Office

May 11, 2004

THE ATTACHED U.S. TRADEMARK REGISTRATION 2,802,879 IS CERTIFIED TO BE A TRUE COPY WHICH IS IN FULL FORCE AND EFFECT WITH NOTATIONS OF ALL STATUTORY ACTIONS TAKEN THEREON AS DISCLOSED BY THE RECORDS OF THE UNITED STATES PATENT AND TRADEMARK OFFICE.

REGISTERED FOR A TERM OF 10 YEARS FROM *January 06, 2004*

SAID RECORDS SHOW TITLE TO BE IN:

XWF NETWORK LLC

A LIMITED LIABILITY COMPANY

By Authority of the
COMMISSIONER OF PATENTS AND TRADEMARKS



P. R. GRANT

Certifying Officer

TRADEMARK

Int. Cl.: 41

Prior U.S. Cls.: 100, 101, and 107

United States Patent and Trademark Office

Reg. No. 2,802,879
Registered Jan. 6, 2004

SERVICE MARK
PRINCIPAL REGISTER

XWF

XWF, LLC (NEVADA LTD LIAB CO)
17250 DALLAS PARKWAY
SUITE 200
DALLAS, TX 75248 BY ASSIGNMENT PLANET E-
SHOP, INC. (CAYMAN ISLANDS CORPORA-
TION) DALLAS, TX 75248

FOR: ENTERTAINMENT SERVICES, NAMELY
THE PRODUCTION OF PROFESSIONAL WRES-
TLING EVENTS RENDERED LIVE AND THROUGH
THE MEDIUM OF TELEVISION AND THROUGH

VIDEO STREAMING WHICH ALLOWS END-USERS
TO RECEIVE LIVE AND ARCHIVED AUDIO AND
VIDEO CONTENT VIA A GLOBAL COMPUTER
NETWORK, IN CLASS 41 (U.S. CLS. 100, 101 AND
107).

FIRST USE 12-16-2001; IN COMMERCE 12-16-2001.

SN 76-219,168, FILED 3-2-2001.

DANIEL CAPSHAW, EXAMINING ATTORNEY