

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet 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 |
| Martina Navratilova | | 08/03/2005 | INDIVIDUAL: |
| RECEIVING PARTY DATA | | | |
| Name: | Navratilova, Inc. | | |
| Street Address: | 1313 N. Market Street | | |
| Internal Address: | Suite 5100, c/o PHS Corporate Services, Inc. | | |
| City: | Wilmington | | |
| State/Country: | DELAWARE | | |
| Postal Code: | 19801 | | |
| Entity Type: | CORPORATION: DELAWARE | | |
| 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: | 2159814632 | | |
| 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:

08/30/2005

Total Attachments: 4

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SERVICE MARK ASSIGNMENT

THIS SERVICE MARK ASSIGNMENT (the "Assignment") made and entered into this 3rd day of AUG. 2005, by and between Martina Navratilova, ("Assignor") and Navratilova, Inc., a Delaware corporation, ("Assignee"),

WITNESSETH:

WHEREAS, Assignor is the sole and exclusive owner of all right, title and interest in and to the intellectual property shown in Schedule A (collectively, the "Marks"); and

WHEREAS, Assignor desires to assign and Assignee desires to obtain all right, title and interest in and to the Marks;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound, Assignor and Assignee hereby agrees as follows:

1. Assignor hereby sells, assigns, transfers and delivers to Assignee all of Assignor's right, title and interest that Assignor has or may have, either now or in the future, in and to the Marks, together with the goodwill of the business which is symbolized by the Marks and the right to sue and recover any damages and profits and all other remedies for past, present and future infringements or violations thereof, if there may be any;

2. Assignee hereby accepts the foregoing assignment and expressly assumes any and all liabilities, debts and obligations associated with the Marks;

3. Assignee shall be responsible for and Assignor shall cooperate in the execution and delivery of any and all other instruments and papers and the taking of any and all additional actions necessary to effectuate the purposes and intent of the transaction provided for herein and otherwise to consolidate, vest and record in Assignee, full and complete ownership of the Marks;

4. This Assignment shall inure to the benefit of Assignee and its successors and assigns and shall be binding upon Assignor and its successors and assigns;

5. This Assignment and all questions relating to its validity, interpretation, performance and enforcement shall be governed by and construed in accordance with the laws of the State of Delaware.

6. This Assignment contains the entire agreement and understanding of the parties hereto relating to the subject matter hereof, and merges and supersedes all prior and contemporaneous discussions, agreements and understandings of every nature between the parties hereto relating to the subject matter hereof. This Assignment may not be changed or modified, except by an agreement in writing signed by each of the parties hereto; and

7. 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.

IN WITNESS WHEREOF, the parties hereto have duly executed this Assignment as of the date first above-written.

ASSIGNOR

By: 

Name: Martina Navratilova

ASSIGNEE
NAVRATILOVA, INC

By: 

Name: Martina Navratilova

Title: President

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**

CALIFORNIA JURAT WITH AFFIANT STATEMENT

State of California

County of Orange } ss.

See Attached Document (Notary to cross out lines 1-6 below)

See Statement Below (Lines 1-5 to be completed only by document signer[s], *not* Notary)

Signature of Document Signer No. 1

Signature of Document Signer No. 2 (if any)

Subscribed and sworn to (or affirmed) before me on this

3 day of August, 2005, by
Date Month Year

(1) Martina Navratilova
Name of Signer

Personally known to me

Proved to me on the basis of satisfactory evidence to be the person who appeared before me (.) (.)

(and

(2) _____
Name of Signer

Personally known to me

Proved to me on the basis of satisfactory evidence to be the person who appeared before me.)



Patricia Ann McCormick
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Further Description of Any Attached Document

Title or Type of Document: Service Mark Assignment

Document Date: 8/3/05 Number of Pages: 3

Signer(s) Other Than Named Above: None

RIGHT THUMBPRINT OF SIGNER #1
Top of thumb here

RIGHT THUMBPRINT OF SIGNER #2
Top of thumb here