

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Sports Guide, L.L.C.		02/16/2006	LIMITED LIABILITY COMPANY: ARIZONA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Sports Careers, L.L.C.		
<b>Street Address:</b>	2990 East Northern Avenue, Suite D107		
<b>City:</b>	Phoenix		
<b>State/Country:</b>	ARIZONA		
<b>Postal Code:</b>	85028		
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: ARIZONA		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Serial Number:	75650534	SPORTS CAREERS	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(480)947-2663		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Email:</b>	fweiss@weissiplaw.com		
<b>Correspondent Name:</b>	Farley Weiss and Mark Weiss		
<b>Address Line 1:</b>	4204 N. Brown Avenue		
<b>Address Line 4:</b>	Scottsdale, ARIZONA 85251		
<b>NAME OF SUBMITTER:</b>	Farley I. Weiss		
<b>Signature:</b>	/Farley I. Weiss/		
<b>Date:</b>	03/08/2007		

Total Attachments: 7  
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**900071258**

**TRADEMARK  
 REEL: 003496 FRAME: 0298**

OP \$40.00 75650534

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**ASSIGNMENT OF TRADEMARKS AND SERVICE MARKS**

This Assignment is effective as of February 16, 2006.

WHEREAS, SPORTS GUIDE, LLC, an Arizona limited liability company, having a principal office at 4444 E. Paradise Village Parkway N., #226, Phoenix, AZ 85032 (hereinafter referred to as "Assignor"), has adopted, used and is using and is the owner of all right, title and interest in and to several registered and unregistered trademarks and service marks (hereinafter referred to as the "Marks") (a list of the Marks is attached hereto as *Schedule "A"*); and


WHEREAS, SPORTS CAREERS, LLC, an Arizona limited liability company, having a principal office at 2990 E. Northern Ave., Suite D107, Phoenix, AZ 85028-4840 (hereinafter referred to as "Assignee"), is desirous of acquiring the entire right, title and interest in and to the Marks and the registrations therefor;

NOW, THEREFORE, in consideration of Ten Dollars (\$10.00) and other good and valuable consideration paid to the Assignor by the Assignee, the receipt and sufficiency of which is hereby acknowledged, **THE ASSIGNOR HEREBY ASSIGNS TO THE ASSIGNEE** its entire right, title and interest in and to the Marks and the registrations therefor, together with the goodwill of the business symbolized by and associated with each Mark.

The Assignor hereby authorizes and requests the United States Commissioner of Patents and Trademarks, and such officials in foreign countries as are duly authorized by their laws to register trademarks and service marks, to issue any and all certificates of registration for each of the Marks to the Assignee as the owner of the entire interest, for the sole use and benefit of said Assignee, its successors, assigns and legal representatives.

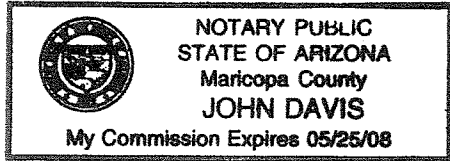
This Assignment shall be binding upon Assignor's successors and assigns. This assignment shall be executed simultaneously in five (5) counterparts, each of which shall be deemed an original and each of which shall constitute one and the same instrument for purposes of evidencing this Assignment.

SPORTS GUIDE, LLC, an Arizona limited liability company

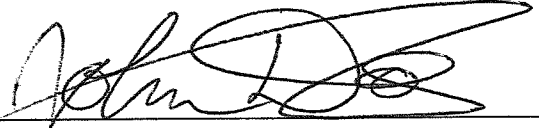
By   
Brett Carter, Manager

STATE OF ARIZONA )  
 ) ss.  
County Of Maricopa )

On the 16 day of February, 2006, before me, the undersigned, a Notary Public in and for said State, personally appeared BRETT CARTER, known to me to be the person whose name is subscribed to the within instrument and acknowledged that he executed the same on behalf of SPORTS GUIDE, LLC.



(Seal)

  
Notary

SCHEDULE "A"

Trademark: SPORTS CAREERS  
Status: Registered  
Registration No.: 2,422,321

Trademark: SPORTS CAREERS  
Status: Registered  
Registration No.: 2,354,218

Trademark: SPORTS CAREERS  
Status: Registered  
Registration No.: 2,354,217

## ASSIGNMENT AND ASSUMPTION AGREEMENT

THIS ASSIGNMENT AND ASSUMPTION AGREEMENT (this "Agreement") is made and entered into effective as of the 16 day of FEBRUARY, 2006, by and between SPORTS GUIDE, LLC, an Arizona limited liability company ("Seller"), and SPORTS CAREERS, LLC, an Arizona limited liability company ("Purchaser").

### RECITALS:

A. Concurrent with the execution and delivery of this Agreement, Seller is selling and conveying to Purchaser certain of Seller's personal property, both tangible and intangible, used in the conduct of its Business. Effective as of the date of this Agreement, Purchaser will be commencing a business substantially similar to that conducted by Seller's Business prior to the date of this Agreement. In connection therewith, the parties are entering into certain other agreements, all as contemplated by that certain Agreement of Sale by and among the parties, effective as of the date of this Agreement (the "Purchase Agreement"). Except as otherwise provided herein, all capitalized terms contained and not defined herein (including the recitals hereto) shall have the respective meanings ascribed to them in the Purchase Agreement.

B. In connection with the sale of the Purchased Assets to Purchaser, and pursuant to the terms of the Purchase Agreement, Purchaser has agreed to accept assignment of the contracts.

### AGREEMENT:

NOW THEREFORE, for and in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and as an integral and necessary part of the transactions whereby Seller is selling and conveying the Purchased Assets to Purchaser upon the terms and conditions set forth in the Purchase Agreement, Seller does hereby assign and transfer to Purchaser, its successors and assigns, all of Seller's right, title and interest in and to all of the contracts and agreements identified in Section 1.2, and on *Exhibit A*, of the Purchase Agreement (the "Contracts").

In consideration of the foregoing assignment and transfer and in consideration of the transactions by which Purchaser is acquiring certain of the personal property of Seller, Purchaser hereby assumes and agrees to pay, perform, discharge and observe all of the provisions, agreements, obligations, covenants and conditions which are provided or required to be paid or performed, discharged and/or observed on or after the date hereof in connection with each of the Contracts; provided, however, that Purchaser assumes no obligation for the performance of any provision, agreement, obligation, covenant or condition for any Contract that (a) is not listed in Section 1.2, or on *Exhibit A*, of the Purchase Agreement, or (b) by its nature cannot reasonably be performed by Purchaser.

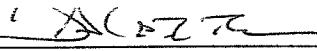
Nothing in this Agreement shall be deemed to amend or otherwise diminish the rights and obligations of the parties under the Purchase Agreement and should there be any conflict between the terms of the Purchase Agreement and this Agreement, the terms of the Purchase Agreement shall govern. All of the provisions of this instrument shall inure to the benefit of and be binding

upon the heirs, successors and assigns of the parties hereto and shall survive the closing of the transactions contemplated by this Agreement and the Purchase Agreement.

IN WITNESS WHEREOF, the Seller and Purchaser have executed this instrument as of the date and year first above written.

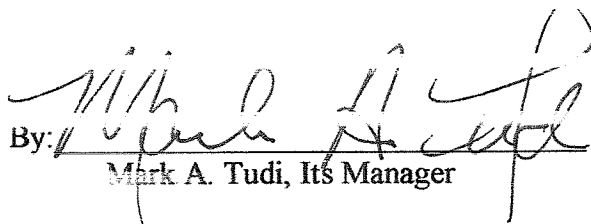
**“SELLER”**

SPORTS GUIDE, LLC, an Arizona limited liability company

By:   
Brett Carter, Manager

**“PURCHASER”**

SPORTS CAREERS, LLC, an Arizona limited liability company

By:   
Mark A. Tudi, Its Manager

## ASSIGNMENT AND BILL OF SALE

THIS ASSIGNMENT AND BILL OF SALE, effective the 16 day of FEBRUARY, 2006 (this "Bill of Sale"), is executed by SPORTS GUIDE, LLC, an Arizona limited liability company (hereinafter called "Seller"), whose address is 4444 E. Paradise Village Parkway N., #226, Phoenix, AZ 85032, to and in favor of SPORTS CAREERS, LLC, an Arizona limited liability company (hereinafter called "Purchaser"), whose address is 2990 E. Northern Ave., Suite D107, Phoenix, AZ 85028-4840.

### RECITALS:

A. Seller and Purchaser have entered into an Agreement of Sale dated effective as of the date of this Bill of Sale (the "Purchase Agreement") whereby Seller agreed to sell and Purchaser agreed to buy, substantially all of Seller's tangible and intangible assets used in connection with Seller's Business.

B. Seller, for the payment by Purchaser of the Purchase Price specified in the Purchase Agreement, desires to sell, convey, transfer, assign, and deliver to Purchaser all of its right, title, and interest in and to the Purchased Assets, as defined in the Purchase Agreement.

C. In conjunction with the closing of the transactions contemplated by the Purchase Agreement, this Bill of Sale is executed for the purpose of transferring to Purchaser all of Seller's right, title and interest in and to the property covered by this Bill of Sale.

NOW, THEREFORE, for and in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Except as otherwise provided herein, all capitalized terms contained and not defined herein (including the recitals hereto) shall have the respective meanings ascribed to them in the Purchase Agreement.

2. Seller hereby irrevocably sells, transfers, conveys, assigns, and delivers to Purchaser all of its right, title and interest in and to the Purchased Assets pursuant to the representations and warranties set forth in the Purchase Agreement, with the same effect as if such representations and warranties were fully set forth herein. Except as provided in the preceding sentence, Seller is transferring the Purchased Assets hereunder "as is" and without warranty, express or implied.

3. At any time or from time to time after the date hereof, at Purchaser's request and without further consideration, but at no cost to Seller, Seller shall execute and deliver to Purchaser such other instruments of sale, transfer, conveyance, assignment, and confirmation, provide such materials and information and take such other actions as Purchaser may reasonably deem necessary or desirable in order to transfer, convey, and assign to Purchaser, and to confirm Purchaser's title to, all of the Purchased Assets, and, to the full extent permitted by law, to put Purchaser in actual possession and operating control of the Purchased Assets and to assist Purchaser in exercising all rights with respect thereto.



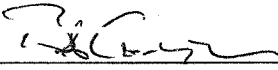
This Bill of Sale is delivered pursuant to and is subject to the Purchase Agreement. In the event of any conflict between the terms of the Purchase Agreement and the terms of this Bill of Sale, the terms of the Purchase Agreement shall prevail.

5. This Bill of Sale and all of the provisions hereof shall be binding upon and shall inure to the benefit of the respective parties and their assigns, transferees, and successors. This Bill of Sale is made in the State of Arizona, and shall be governed by and construed in accordance with the laws of the State of Arizona applicable to a contract executed and performed in such State, without giving effect to the conflicts of laws principles thereof, except that if it is necessary in any other jurisdiction to have the law of such other jurisdiction govern this Bill of Sale in order for this Bill of Sale to be effective in any respect, then the laws of such other jurisdiction shall govern this Bill of Sale to such extent.

IN WITNESS WHEREOF, the Seller has executed this Bill of Sale to be effective as of the day and year first above written.

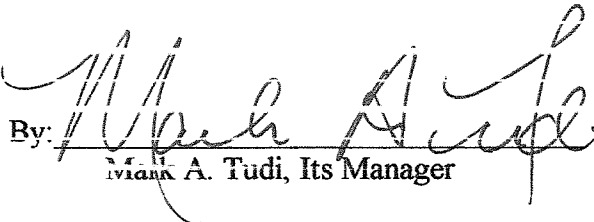
**Seller:**

SPORTS GUIDE, LLC, an Arizona limited liability company

By:   
Brett Carter, Manager

**Agreed to by Purchaser:**

SPORTS CAREERS, LLC, an Arizona limited liability company

By:   
Mark A. Tudi, Its Manager