

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
XOS Technologies, Inc.		03/24/2008	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	JumpTV Inc.
Street Address:	463 King Street West
Internal Address:	Third Floor
City:	Toronto
State/Country:	ONTARIO
Postal Code:	M5V 1K4
Entity Type:	CORPORATION: CANADA

PROPERTY NUMBERS Total: 8

Property Type	Number	Word Mark
Registration Number:	3270584	COLLEGE SPORTS DIRECT
Serial Number:	78895889	COLLEGE SPORTS DIRECT
Serial Number:	78926953	ULTRAFAN
Serial Number:	78926950	ULTRAFAN
Serial Number:	78926944	ULTRAFAN
Serial Number:	78926940	ULTRAFAN
Serial Number:	78927431	ULTRAFAN
Serial Number:	78872252	XOS TOTAL TICKETING

CORRESPONDENCE DATA

Fax Number: (216)696-0740
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: (216) 861-7577
 Email: clevelandip@bakerlaw.com
 Correspondent Name: Melinda M. Lothes, Baker & Hostetler LLP

TRADEMARK

REEL: 003745 FRAME: 0689

900102383

CH \$215.00 3270584

Address Line 1: 1900 East Ninth Street
Address Line 2: 3200 National City Center
Address Line 4: Cleveland, OHIO 44114

ATTORNEY DOCKET NUMBER:	040191.000007
NAME OF SUBMITTER:	Melinda M. Lothes
Signature:	/Melinda M. Lothes/
Date:	03/24/2008

Total Attachments: 4

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TRADEMARK ASSIGNMENT AGREEMENT

THIS TRADEMARK ASSIGNMENT AGREEMENT (this "Agreement") is entered into as of March 24, 2008 by and between XOS TECHNOLOGIES, INC., a Delaware corporation ("Assignor"), and JUMPTV, INC., a Canadian corporation ("Assignee").

WHEREAS, Assignor is the owner of the Trademarks (defined in Section 1.a herein);

WHEREAS, Assignee acquired the broadband network business of Assignor (the "Acquisition");

WHEREAS, in connection with the Acquisition, Assignor agreed to transfer and assign unto Assignee, all of Assignor's right, title and interest in and to the Trademarks; and

WHEREAS, Assignee is the successor to the broadband network business of Assignor to which the Trademarks pertain; said business being ongoing and existing.

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

1. Assignor hereby grants, transfers and assigns unto Assignee and its transferees, successors and assigns:

a. All of Assignor's right, title and interest in and to the Trademarks, the same to be held and enjoyed by Assignee as fully and entirely as they would have been held by Assignor had the assignment not been made. "Trademarks" shall mean the trademarks and service marks and associated applications and/or registrations set forth on Schedule I to this Agreement, in the United States, its territorial possessions and in all foreign countries, whether or not the same have been registered prior to, on or after the date of this Agreement, and any and all renewals and extensions thereof (or any legal equivalent thereof in a foreign country) for the full term or terms for which the same may be granted, together with the goodwill of the business carried on in connection with such trademarks and service marks. —

b. All claims, demands and rights of action, both statutory and based upon common law, that Assignor has or might have by reason of any infringement of the Trademarks prior to, on or after the date of this Agreement, together with the right to prosecute such claims, demands and rights of action in Assignee's own name; and

c. Any income, fees, royalties, damages and payments now or hereafter due and/or payable under and with respect to any Trademarks, including without limitation, the right to recover for past, present or future infringements of the Trademarks or unauthorized use.

2. Assignor agrees that Assignor shall do, execute, acknowledge and deliver, at Assignee's expense, all acts, agreements, further assignments, instruments, notices and assurances as may be necessary or reasonably requested by Assignee to further effect and evidence the transactions contemplated hereby.

3. This Assignment shall be binding upon and inure to the benefit of the parties hereto and their respective transferees, successors and assigns. This Agreement may be executed in counterparts, each of which shall be deemed an original, but which together shall constitute one and the same agreement.

IN WITNESS WHEREOF, each of Assignor and Assignee have caused this Agreement to be executed as of the date first written above.


XOS TECHNOLOGIES, INC.
(Assignor)

By: _____

Name: _____

Title: _____

JUMPTV, INC.
(Assignee)

By:  _____

Name: Nada C. Usina

Title: President

IN WITNESS WHEREOF, each of Assignor and Assignee have caused this Agreement to be executed as of the date first written above.

XOS TECHNOLOGIES, INC.
(Assignor)

JUMPTV, INC.
(Assignee)

By: Mark Abate

By: _____

Name: Mark Abate


Name: _____

Title: Controller

Title: _____

Schedule I

Trademarks

Mark	Application No.	Registration No.
COLLEGE SPORTS DIRECT	78872237	3270584
COLLEGE SPORTS DIRECT and Design 	78895889	
ULTRAFAN	78926953	
ULTRAFAN	78926950	
ULTRAFAN	78926944	
ULTRAFAN	78926940	
ULTRAFAN	78927431	
XOS TOTAL TICKETING	78872252	

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