

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
Action Sports Media, Inc.		12/01/2007	CORPORATION: WASHINGTON
RECEIVING PARTY DATA			
Name:	Varsity Sports Media, Inc.		
Street Address:	3401 Russ Circle		
Internal Address:	Suite E		
City:	Alcoa		
State/Country:	TENNESSEE		
Postal Code:	37701		
Entity Type:	CORPORATION: TENNESSEE		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	3361129	VARSITY SPORTS MEDIA	
Registration Number:	3361130	VARSITY SPORTS MEDIA'S FLORIDA FOOTBALL	
Serial Number:	77211240	VARSITY SPORTS MEDIA'S GEORGIA FOOTBALL	
Serial Number:	77211243	VARSITY SPORTS MEDIA'S TENNESSEE FOOTBALL	
CORRESPONDENCE DATA			
Fax Number:	(404)581-8330		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	404.581.8620		
Email:	clkiedrowski@jonesday.com		
Correspondent Name:	Carrie L. Kiedrowski		
Address Line 1:	1420 Peachtree Street, N.E.		
Address Line 2:	Suite 800		
Address Line 4:	Atlanta, GEORGIA 30309		
ATTORNEY DOCKET NUMBER:	541230-600002		

CH \$115.00 3361129

NAME OF SUBMITTER:	Carrie L. Kiedrowski
Signature:	/Carrie L. Kiedrowski/
Date:	05/20/2008
Total Attachments: 4 source=ASSIGNMENT ASM to VARSITY SPORTS MEDIA#page1.tif source=ASSIGNMENT ASM to VARSITY SPORTS MEDIA#page2.tif source=ASSIGNMENT ASM to VARSITY SPORTS MEDIA#page3.tif source=ASSIGNMENT ASM to VARSITY SPORTS MEDIA#page4.tif	

TRADEMARK ASSIGNMENT AGREEMENT

THIS TRADEMARK ASSIGNMENT (this "Assignment") dated as of December 1, 2007 (the "Effective Date"), is made by and between ACTION SPORTS MEDIA, INC., a Washington corporation having its principal place of business at 3401 Russ Circle, Ste. E, Alcoa, Tennessee 37701 (hereinafter "Assignor"), and VARSITY SPORTS MEDIA, INC., a Tennessee corporation having its principal place of business at 3401 Russ Circle, Ste. E, Alcoa, Tennessee 37701 (hereinafter "Assignee").

WHEREAS, Assignor is a party to that certain Agreement Concerning Funding of Dividends, dated as of December 1, 2007 (the "Agreement"), pursuant to which Assignor obtained the right to convey certain assets to Assignee (the "Dividended Assets" as defined in the Agreement);

WHEREAS, Assignor is the owner of all right, title and interest in the trademarks, trade names, business names, service marks, designs and logos, and applications or registrations for such trademarks, trade names, business names, service marks, designs and logos, described in Schedule A hereto and incorporated in this assignment by this reference (collectively, the "Trademarks");

WHEREAS, pursuant to the Agreement, Assignee is desirous of obtaining the entire right, title and interest in, to and under any and all Trademarks described in Schedule A; and

WHEREAS, pursuant to the Agreement, the Trademarks and their associated goodwill are to be assigned to Assignee at its request and direction.

NOW, THEREFORE, for good and valuable consideration (including the premises and covenants set forth in the Agreement), the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Assignor hereby irrevocably assigns, transfers and sets over to Assignee all of Assignor's right, title and interest in and to the Trademarks, together with the goodwill of the business in connection with which the Trademarks are used, and all registrations, applications therefor and renewals and extensions of the foregoing in the United States and for all foreign countries that are or may be secured under the laws of the United States and all foreign countries, now or hereafter in effect, for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this assignment had not been made, together with all income, royalties or payments due or payable as of the Effective Date or thereafter, including, without limitation, all claims for damages by reason of past, present or future infringement or other unauthorized use of the Trademarks, with the right to sue for and collect the same for Assignee's own use and enjoyment and for the use and enjoyment of its successors, assigns or other legal representatives.

2. Assignor authorizes and requests the United States Commissioner of Patents and Trademarks and any other similar government authority to record Assignee as the assignee and owner of the Trademarks, and issue any and all registrations thereon to Assignee, as assignee of the entire right, title and interest in, to and under the same, for the sole use and enjoyment of Assignee and its successors, assigns or other legal representatives.

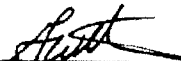
3. Assignor shall provide to Assignee, its successors, assigns or other legal representatives, cooperation and assistance at Assignee's request and expense (including, without limitation, the execution and delivery of any and all affidavits, declarations, oaths, samples, exhibits, specimens and other documentation as may be reasonably required) in connection with: (a) preparation and prosecution of any application for registration or renewal of a registration covering any of the Trademarks; (b) prosecution or defense of any cancellation, opposition, infringement or other proceedings that may arise in connection with any of the Trademarks, including, without limitation, testifying as to any facts relating to the Trademarks and this Assignment; (c) obtaining any additional trademark protection for the Trademarks that Assignee reasonably may deem appropriate that may be secured under the laws now or hereafter in effect in the United States or for all foreign countries; and (d) implementation, perfection and/or recording of this Assignment. Assignee shall bear all responsibility and expense for preparing all additional instruments of assignment or transfer, recording any such instruments of assignment or transfer, and any fee or tax levied thereon, and Assignee shall bear all prosecution and maintenance costs incurred with respect to the Trademarks, after the date of this Assignment.

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

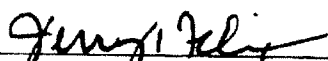
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IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be duly executed as of the date first above written.

Assignor
ACTION SPORTS MEDIA, INC.

By: 
Gordon Whitener, President

Assignee
VARSITY SPORTS MEDIA, INC.

By: 
Jerry Felix, Secretary

Schedule A

Action Sports Media, Inc. and Varsity Sports Media, Inc. Trademark Assignment

MARK	OWNER	APPL. NO (DATE)	REG. NO (DATE)	CLASS	GOODS/ SERVICES
VARSITY SPORTS MEDIA	ACTION SPORTS MEDIA, INC.	78/880360 5/10/2006	3361129 12/25/2007	35	Advertising and marketing services
VARSITY SPORTS MEDIA'S FLORIDA FOOTBALL	ACTION SPORTS MEDIA, INC.	78/880467 5/10/2006	3361130 12/25/2007	9 16	Electronic publications, namely, on-line magazines featuring high school, college and professional sports recorded on computer media Magazines featuring high school, college and professional sports
VARSITY SPORTS MEDIA'S GEORGIA FOOTBALL	ACTION SPORTS MEDIA, INC.	77/211240 6/20/2007	Pending Office Action Response Due 3/21/2008	9 16	Electronic publications, namely, on-line magazines featuring high school, college and professional sports recorded on computer media Magazines featuring high school, college and professional sports
VARSITY SPORTS MEDIA'S TENNESSEE FOOTBALL	ACTION SPORTS MEDIA, INC.	77/211243 6/20/2007	Pending Office Action Response Due 3/21/2008	9 16	Electronic publications, namely, on-line magazines featuring high school, college and professional sports recorded on computer media Magazines featuring high school, college and professional sports