## 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.		12/21/2007	CORPORATION: WASHINGTON

## **RECEIVING PARTY DATA**

Name:	Gameday Media Properties, Inc.	
Street Address:	3401 Russ Circle	
Internal Address:	Suite E	
City:	Alcoa	
State/Country:	TENNESSEE	
Postal Code:	37701	
Entity Type:	CORPORATION: DELAWARE	

#### PROPERTY NUMBERS Total: 4

Property Type	Number	Word Mark	
Registration Number:	3320931	WE BRING THE BEST BRANDS TO THE BEST FANS	
Serial Number:	77212390	SOUND DIRECTOR	
Serial Number:	77219459	SOUND DIRECTOR	
Registration Number:	2053258	GAME OPS COMMANDER	

## **CORRESPONDENCE DATA**

Fax Number: (404)581-8330

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 404.581.8620

Email: clkiedrowski@jonesday.com

Correspondent Name: Carrie L. Kiedrowski

Address Line 1: 1420 Peachtree Street, N.E.

Suite 800 Address Line 2:

900106945

Atlanta, GEORGIA 30309 Address Line 4:

ATTORNEY DOCKET NUMBER: 541230-600002

TRADEMARK

REEL: 003780 FRAME: 0192

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

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# TRADEMARK ASSIGNMENT AGREEMENT

THIS TRADEMARK ASSIGNMENT (this "Assignment") dated as of December 21, 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 GAMEDAY MEDIA PROPERTIES, INC., a Delaware 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 21, 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:

I. Assignor hereby irrevocably sells, 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 and sale 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.

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- 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

GAMEDAY MEDIA PROPERTIES, INC.

Jerry Felix Secretary

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Schedule A

Action Sports Media, Inc. and GameDay Media Properties, Inc. Trademark Assignment

MARK	OWNER	APPL. NO		CLASS	GOODS/ SERVICES
WE BRING THE BEST BRANDS TO THE BEST FANS	ACTION SPORTS MEDIA, INC.	78/786814 1/6/2006	( <b>DATE</b> ) 3320931 10/23/2007	35	Advertising and marketing services
SOUND DIRECTOR	ACTION SPORTS MEDIA, INC.	77/212390 6/21/2007	Pending Office Action Response Due 3/21/2008	9	Software which allows a user to create or have instant access to audio visual displays, music, sight and sound effects for presentation at a live or public event
SOUND DIRECTOR	ACTION SPORTS MEDIA, INC.	77/219459 6/29/2007	Pending Office Action Response Due 3/21/2008	9	Software which allows a user to create or have instant access to audio visual displays, music, sight and sound effects for presentation at a live or public event
	SPORTS	I	2053258 4/15/1997	9	Software which allows a user to create or have instant access to audio visual displays and sight and sound effects for presentation at a public event

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**RECORDED: 05/20/2008** 

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