

**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			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Action Sports Media, Inc.		12/01/2007	CORPORATION: WASHINGTON

RECEIVING PARTY DATA

<b>Name:</b>	FANU, Inc.
<b>Street Address:</b>	3401 Russ Circle
<b>Internal Address:</b>	Suite E
<b>City:</b>	Alcoa
<b>State/Country:</b>	TENNESSEE
<b>Postal Code:</b>	37701
<b>Entity Type:</b>	CORPORATION: TENNESSEE

PROPERTY NUMBERS Total: 8

Property Type	Number	Word Mark
Serial Number:	77252482	FANU.COM
Serial Number:	77252512	FANU.COM
Serial Number:	77252486	FAN U
Serial Number:	77252498	FAN U
Serial Number:	77252492	FAN U.COM
Serial Number:	77252519	FAN U.COM
Serial Number:	77252473	FANU
Serial Number:	77252503	FANU

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

CH \$215.00 77252482

Address Line 1: 1420 Peachtree Street, N.E.  
Address Line 2: Suite 800  
Address Line 4: Atlanta, GEORGIA 30309

ATTORNEY DOCKET NUMBER:	541230-600002
NAME OF SUBMITTER:	Carrie L. Kiedrowski
Signature:	/Carrie L. Kiedrowski/
Date:	05/20/2008

Total Attachments: 7  
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## 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 FANU, 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 "Divided 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 successor of the ongoing and existing business or portion thereof, to which the Trademarks pertain, and 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 together with that portion of the business in connection with which the ASSIGNOR has a bona fide intent to use the Trademark, 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.

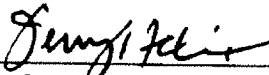
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IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be duly executed as of the date first above written.

Assignor  
**ACTION SPORTS MEDIA, INC.**

By:   
Gordon Whitener, President



Assignee  
**FANU, INC.**



By:   
Jerry Felix, Secretary

Schedule A

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

MARK	OWNER	APPL. NO (DATE)	REG. NO (DATE)	CLASS	GOODS/ SERVICES
FANU.COM	ACTION SPORTS MEDIA, INC.	77/252482 8/10/2007	Pending Office Action Response Due 3/17/2008	25	Clothing for men, women and children, namely, t-shirts, shirts, dorm shirts, sweat shirts, tank tops, jerseys, baseball shirts, golf shirts, shorts, gym shorts, sweatshirts, pants, sweat pants, sweat suits, warm-up suits, jackets, gloves, mittens, scarves, coats, running suits, jump suits, rain wear, caps, hats and beanies
FANU.COM	ACTION SPORTS MEDIA, INC.	77/252512 8/10/2007	Pending Office Action Response Due 3/17/2008	38  41	Providing on-line chat rooms and electronic bulletin boards for transmission of messages among computer users in the field of sports, sporting events, and athletic competitions  Providing information and entertainment services via the Internet and wireless communication devices in the fields of sports, sporting events, and athletic competitions; on-line journals, namely, blogs featuring sports

MARK	OWNER	APPL. NO (DATE)	REG. NO (DATE)	CLASS	GOODS/ SERVICES
	ACTION SPORTS MEDIA, INC.	77/252486 8/10/2007	Pending Office Action Response Due 3/17/2008	25	Clothing for men, women and children, namely, t-shirts, shirts, dorm shirts, sweat shirts, tank tops, jerseys, baseball shirts, golf shirts, shorts, gym shorts, sweatshirts, pants, sweat pants, sweat suits, warm-up suits, jackets, gloves, mittens, scarves, coats, running suits, jump suits, rain wear, caps, hats and beanies
	ACTION SPORTS MEDIA, INC.	77/252498 8/10/2007	Pending Office Action Response Due 3/17/2008	38  41	Providing on-line chat rooms and electronic bulletin boards for transmission of messages among computer users in the field of sports, sporting events, and athletic competitions  Providing information and entertainment services via the Internet and wireless communication devices in the fields of sports, sporting events, and athletic competitions; on-line journals, namely, blogs featuring sports

MARK	OWNER	APPL. NO (DATE)	REG. NO (DATE)	CLASS	GOODS/ SERVICES
	ACTION SPORTS MEDIA, INC.	77/252492 8/10/2007	Pending Office Action Response Due 3/17/2008	25	Clothing for men, women and children, namely, t-shirts, shirts, dorm shirts, sweat shirts, tank tops, jerseys, baseball shirts, golf shirts, shorts, gym shorts, sweatshirts, pants, sweat pants, sweat suits, warm-up suits, jackets, gloves, mittens, scarves, coats, running suits, jump suits, rain wear, caps, hats and beanies
	ACTION SPORTS MEDIA, INC.	77/252519 8/10/2007	Pending Office Action Response Due 3/17/2008	38  41	Providing on-line chat rooms and electronic bulletin boards for transmission of messages among computer users in the field of sports, sporting events, and athletic competitions  Providing information and entertainment services via the Internet and wireless communication devices in the fields of sports, sporting events, and athletic competitions; on-line journals, namely, blogs featuring sports



MARK	OWNER	APPL. NO (DATE)	REG. NO (DATE)	CLASS	GOODS/ SERVICES
FANU	ACTION SPORTS MEDIA, INC.	77/252473 8/10/2007	Pending Office Action Response Due 3/17/2008	25	Clothing for men, women and children, namely, t-shirts, shirts, dorm shirts, sweat shirts, tank tops, jerseys, baseball shirts, golf shirts, shorts, gym shorts, sweatshirts, pants, sweat pants, sweat suits, warm-up suits, jackets, gloves, mittens, scarves, coats, running suits, jump suits, rain wear, caps, hats and beanies
FANU	ACTION SPORTS MEDIA, INC.	77/252503 8/10/2007	Pending Office Action Response Due 3/17/2008	38  41	Providing on-line chat rooms and electronic bulletin boards for transmission of messages among computer users in the field of sports, sporting events, and athletic competitions  Providing information and entertainment services via the Internet and wireless communication devices in the fields of sports, sporting events, and athletic competitions; on-line journals, namely, blogs featuring sports