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
Sirdar, LLC		103/11/2009 I	LIMITED LIABILITY COMPANY: COLORADO

RECEIVING PARTY DATA

Name:	ESPN, Inc.
Street Address:	ESPN Plaza
City:	Bristol
State/Country:	CONNECTICUT
Postal Code:	06010
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark	
Registration Number:	3211700	NEXTX	

CORRESPONDENCE DATA

Fax Number: (866)947-1121

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

Phone: 585-263-1000

Email: nytm@nixonpeabody.com

Correspondent Name: Kristen M. Walsh

Address Line 1: Nixon Peabody LLP, 1100 Clinton Square

Address Line 4: Rochester, NEW YORK 14604

ATTORNEY DOCKET NUMBER:	039928-560001
NAME OF SUBMITTER:	Kristen M. Walsh
Signature:	/kristenmwalsh/
Date:	04/02/2009

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Total Attachments: 3

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TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT (this "Assignment") is made and dated as of 3-11-09 (the "Effective Date"), by Sirdar, LLC., a Colorado Limited Liability Company with a business address at 1137 Main Avenue, Durango, CO 81301, ("Assignor"), to ESPN, Inc., a Delaware corporation with a business address at ESPN Plaza, Bristol, CT 06010 ("Assignee").

WHEREAS, Assignor owns the NEXTX trademark as set forth on Schedule A attached hereto (the foregoing collectively referred to herein as the "Trademark");

WHEREAS, Assignee desires to acquire from Assignor, and Assignor agrees to transfer and assign to Assignee, all of Assignor's right, title and interest in and to the Trademark, together with the goodwill of the business connected with the use of and symbolized by the Trademark;

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor, intending to be legally bound, covenant and agrees as follows.

- 1. Assignment. Assignee agrees to pay Assignor the sum of Ten Thousand Dollars (\$10,000) for the assignment of the trademark. Assignor hereby transfers and assigns to Assignee, as fully and entirely as the same would have been held and enjoyed by Assignor if this transfer and assignment had not been made, and Assignee hereby accepts the transfer and assignment of, (i) all of Assignor's rights, title, and interest in and to the Trademark, together with the goodwill of the business connected with the use of and symbolized by the Trademark, to be held and enjoyed by Assignee for its own use and benefit and for the use and benefit of its successors and assigns, and (ii) all rights of Assignor to bring an action, whether at law or in equity, against any third party for infringement or other misuse of the Trademark, including the right to bring an action for past, present and future infringement, dilution, unfair competition, or other misappropriation or misuse, and all rights to recover damages, profits, attorneys' fees, and injunctive relief for infringement, dilution, unfair competition, or other misappropriation or misuse. All of the rights transferred in this paragraph are referred to herein as the "Trademark Rights."
- 2. <u>Further Actions</u>. Assignor hereby consents and agrees to any lawful action taken by the Assignee in connection with the enforcement of, or the legal protection of, the Trademark Rights, and confers upon the Assignee full right of substitution in any and all such actions.
- 3. <u>Representation</u>. Assignor hereby represents and warrants that the information set forth in Schedule A is accurate and complete and that neither it nor, to its knowledge, any entity controlled by, controlling or under common control with the Assignor owns any other trademark applications or registrations for the "NEXTX" trademark other than those identified on Schedule A.

IN WITNESS WHEREOF, each of the parties has caused this Assignment to be duly executed and delivered as of the day and year first above written.

Sirdar,	LLC				
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Name:	John R	<u>Turner</u>		And American	
Title:	Pas	Je.A			
ESPN,	Inc.		A		
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Schedule A

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