

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
Vistas Unlimited, Inc.		01/15/2010	CORPORATION: DELAWARE
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: 2			
Property Type	Number	Word Mark	
Registration Number:	2993006	VDI	
Serial Number:	77445746	AIRBOARDS	
CORRESPONDENCE DATA			
Fax Number:	(585)263-1600		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	(585) 263-1000		
Email:	kwalsh@nixonpeabody.com		
Correspondent Name:	Kristen M. Walsh, Nixon Peabody LLP		
Address Line 1:	1100 Clinton Square		
Address Line 4:	Rochester, NEW YORK 14604		
ATTORNEY DOCKET NUMBER:	039928-571001		
NAME OF SUBMITTER:	Kristen M. Walsh		
Signature:	/kristenmwash/		
Date:	01/22/2010		

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Total Attachments: 4

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TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT (this "Assignment") is made and dated as of January 15, 2010 (the "Effective Date"), by Vistas Unlimited, Inc., a Delaware corporation with a business address at 2901 Dallas Parkway #350, Plano, Texas 75093 ("Assignor"), to ESPN, Inc., a Delaware corporation with a business address at ESPN Plaza, Bristol, CT 06010 ("Assignee").

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

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 each of the Trademarks, together with the goodwill of the business connected with the use of and symbolized by the Trademarks;

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.

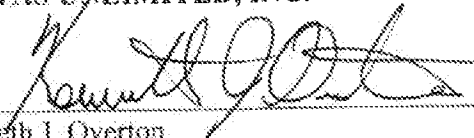
1. Assignment. Assignor hereby transfers and assigns to Assignee, as fully and entirely as the same would have been held and enjoyed by Assignor if this transfer and assignment had not been made, and Assignee hereby accepts the transfer and assignment of, (i) all of Assignor's rights, title, and interest in and to each of the Trademarks, together with the goodwill of the business connected with the use of and symbolized by the Trademarks, 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 Trademarks, 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. Further Actions. 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. Representation. 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 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.

VISTAS UNLIMITED, INC.

By: 
Kenneth J. Overton
President

ESPN, INC.

By: _____
Kevin J. Stolworthy
Senior Vice President,
Content and Information Technology

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.

VISTAS UNLIMITED, INC.

By: _____
Kenneth J. Overton
President

ESPN, INC.

By:  _____
Kevin J. Stolworthy
Senior Vice President,
Content and Information Technology

Schedule A

Trademarks:

VDI	US	Appl. No. 75/040938 Reg. No. 2993006	REGISTERED Affidavit of continued use due 9/6/2011; Renewal due 9/6/2015	131235-3001
AirBoard	US	Appl. No. 77/445,746	ALLOWED Office Action regarding specimen; response due 01/04/2010	131235-3005
VDI	European Community	2269140	ALLOWED Modifying to strike "computer software"	131235-7001