

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
The Texas Bowl, Inc.		01/06/2010	CORPORATION: TEXAS
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: 3			
Property Type	Number	Word Mark	
Registration Number:	3371000	TEXFEST	
Registration Number:	3533006	TEXAS BOWL	
Registration Number:	3737402	TEXAS BOWL	
CORRESPONDENCE DATA			
Fax Number:	(214)745-5390		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	2147455226		
Email:	awalker@winstead.com		
Correspondent Name:	Andrea Walker, Winstead PC		
Address Line 1:	P.O. Box 50784		
Address Line 4:	DALLAS, TEXAS 75250-0784		
ATTORNEY DOCKET NUMBER:	18730-G99999		
NAME OF SUBMITTER:	Andrea Walker		
Signature:	/aw 1670/		

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TRADEMARK
REEL: 004217 FRAME: 0424

Date:

06/03/2010

Total Attachments: 3

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TRADEMARK ASSIGNMENT

This Trademark Assignment (the "Assignment"), dated as of January 6, 2010, is made by and between The Texas Bowl, Inc., a Texas non-profit corporation ("Assignor"), having an address of Reliant Stadium, Two Reliant Park, Houston, TX 77054, and ESPN, Inc., a Delaware corporation ("Assignee"), having a business address of ESPN Plaza, Bristol, CT 06010.

WHEREAS, Assignor owns all right, title and interest to certain Trademarks (each a "Trademark" and collectively, "Trademarks"), all of which are identified in Schedule "A" attached hereto; and

WHEREAS, Assignor owns all right, title and interest to the domain name "TexasBowl.org" ("Domain Name"); and

WHEREAS, Assignee is desirous of acquiring the worldwide right, title and interest in and to the Trademarks and the Domain Name;

NOW THEREFORE, in consideration of one dollar (\$1) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor agrees and covenants as follows:

1. Assignor hereby sells, assigns, conveys and transfers to Assignee, and Assignee accepts as of the date of this Assignment, all right, title and interest in and to the Trademarks, together with the goodwill of the business symbolized by the Trademarks, including the right to apply for and receive registrations of the Trademarks throughout the United States and in all other countries of the world, and the right to sue and recover damages for past, present and future infringements.
2. Assignor hereby sells, assigns, conveys and transfers to Assignee, and Assignee accepts as of the date of this Assignment, all right, title and interest in and to the Domain Name.
3. Assignor represents and warrants that it is the sole and true owner of each of the Trademarks and has not assigned, conveyed, transferred or granted to any third party any interest in, or otherwise encumbered in any manner, either Trademark; that, to the best of its knowledge, no third party owns, or is entitled to, any right or interest in either Trademark that would preclude, conflict with or encumber this Assignment; and that it hereby consents to this Assignment.
4. Assignor represents and warrants that it is the sole and true owner of the Domain Name and has not assigned, conveyed, transferred or granted to any third party any interest in, or otherwise encumbered in any manner, the Domain Name; that, to the best of its knowledge, no third party owns, or is entitled to, any right or interest in the Domain Name that would preclude, conflict with or encumber this Assignment; and that it hereby consents to this Assignment.

5. Assignor agrees, at the request of Assignee and at Assignee's expense, to execute and deliver such other and further documents and legal instruments, and do all other things reasonably necessary to perfect in Assignee, its assigns, successors and legal representatives, all right, title and interest in and to the Trademark and the Domain Name hereby conveyed and transferred, throughout the world, including without limitation executing and delivering any and all powers of attorney, applications, assignments, declarations and affidavits.

6. This Assignment and the covenants herein are made for the benefit of the Assignee and its successors and assigns and may be transferred without the consent of Assignor.

7. Assignee agrees that if Assignee ceases to use the word mark "Texas Bowl" or abandons the intention to use the word "Texas Bowl" in commerce, specifically in connection with goods or services associated with the hosting, marketing, advertising or production of an end-of-the-season collegiate bowl game, Assignee will assign the Trademarks and Domain Name back to Assignor, or if Assignor no longer is in existence, to RCM Entertainment, L.P., d/b/a Lone Star Sports & Entertainment.

8. Assignor acknowledges and agrees that Assignee is under no obligation to use the Trademarks in commerce and that Assignee does not represent that it will use the Trademarks in commerce.

IN WITNESS WHEREOF, the parties have caused this Assignment to be executed as of the date first above written.

Assignor:

THE TEXAS BOWL, INC.

By: Suzanne Thomas
Name: H Suzanne Thomas
Title: Asst Secretary

Assignee:

ESPN, INC.

By: Diane Morse
Name: Diane Morse
Title: Vice President and Associate
General Counsel

TRADEMARK

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SCHEDULE A

U.S. REGISTRATIONS

Mark	S/N	Registration No	Issue Date	Class(es)
TexFest	77/082,125	3,371,000/Supp	1/15/08	Int Cl: 41 US Cls: 100, 101 and 107
Texas Bowl & Design	77/146,476	3,533,006/Principal	11/18/08	Int Cl: 41 US Cls: 100, 101 and 107
Texas Bowl Logo	77/213,012	3,737,402/Principal	1/12/10	Int Cl: 25 US Cls: 22 and 39