

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
BASE Productions, Inc.		12/01/2010	CORPORATION: MARYLAND
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	ESPN, Inc.		
<b>Street Address:</b>	ESPN Plaza		
<b>City:</b>	Bristol		
<b>State/Country:</b>	CONNECTICUT		
<b>Postal Code:</b>	06010		
<b>Entity Type:</b>	CORPORATION: DELAWARE		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	77834562	SPORT SCIENCE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(202)799-5000		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	2027994000		
<b>Email:</b>	dctrademarks@dlapiper.com		
<b>Correspondent Name:</b>	Ryan C. Compton		
<b>Address Line 1:</b>	500 Eighth Street, NW		
<b>Address Line 4:</b>	Washington, DELAWARE 20004		
<b>ATTORNEY DOCKET NUMBER:</b>	373838.8		
<b>NAME OF SUBMITTER:</b>	Ryan C. Compton		
<b>Signature:</b>	/Ryan C. Compton/		
<b>Date:</b>	03/14/2011		

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Total Attachments: 2  
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**EXHIBIT D**

**TRADEMARK ASSIGNMENT**


This TRADEMARK ASSIGNMENT (this "*Assignment*") is made and dated as of DECEMBER 1 (the "*Effective Date*") by and between Base Productions, Inc., a ~~Delaware~~ <sup>Maryland</sup> corporation with a business address at 16961 Thunder Road, Haymarket, VA 20169, ("*Assignor*"), to ESPN, Inc., a Delaware corporation with a business address at ESPN Plaza, Bristol, CT 06010 ("*Assignee*").

**WHEREAS**, Assignor owns the trademark "SPORTS SCIENCE" and pending Trademark Application as set forth on Schedule A attached hereto (the foregoing collectively referred to herein as the "*Mark*");

**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 Mark, together with the goodwill of the business connected with the use of and symbolized by the Mark;

**NOW THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor and Assignee, intending to be legally bound, covenant and agree as follows: 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 right, title and interest in and to the Mark, together with the goodwill of the business symbolized by the Mark, 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 Mark, 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.

**IN WITNESS WHEREOF**, each of the Parties has caused this Assignment to be duly executed and delivered as of the Effective Date.

Base Production, Inc.  
By:   
Name: MICHAEL R. STORN  
Title: CEO / EXECUTIVE PRODUCER

ESPN, Inc.  
By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**Schedule 1**

1. United States Trademark Application Serial Number 77/834562 for the Mark:

**SPORT SCIENCE**