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
Three Eleven Sports, LLC		107 <i>/21/2</i> 011	LIMITED LIABILITY COMPANY: MISSOURI

RECEIVING PARTY DATA

Name:	RG VENTURES, LLC	
Street Address:	P.O. Box 31844	
City:	Des Peres	
State/Country:	MISSOURI	
Postal Code:	63131	
Entity Type:	LIMITED LIABILITY COMPANY: MISSOURI	

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	2936097	THE ROTO TIMES

CORRESPONDENCE DATA

Fax Number: (314)726-7501

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

Email: mjtefile@hdp.com
Correspondent Name: Michael J. Thomas

Address Line 1: Harness, Dickey & Pierce, PLC
Address Line 2: 7700 Bonhomme Avenue, Suite 400
Address Line 4: St. Louis, MISSOURI 63105

NAME OF SUBMITTER:	Michael J. Thomas
Signature:	/Michael J. Thomas/
Date:	07/26/2011

Total Attachments: 3

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TRADEMARK ASSIGNMENT AGREEMENT

This TRADEMARK ASSIGNMENT AGREEMENT ("Trademark Assignment"), dated as of July 21, 2011, is made by THREE ELEVEN SPORTS, LLC ("Assignor"), in favor of RG VENTURES, LLC, a Missouri limited liability company ("Assignee").

WHEREAS, Assignor is the owner of all rights in the trademark set forth in Schedule 1 hereto (the "Mark") and the goodwill of the business symbolized by the Mark; and

WHEREAS, Assignee desires to acquire the entire right, title, and interest in and to the Mark and the U.S. registrations of the Mark and Assignor has agreed to execute and deliver this Trademark Assignment for recording with national, federal and state government authorities including the US Patent and Trademark Office.

NOW THEREFORE, for one dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor agrees as follows:

- 1. <u>Assignment</u>. Assignor agrees to and does hereby convey, transfer and assign to Assignee:
 - (a) the entire right, title and interest in and to the Mark, the U.S. registration of the Mark, any and all other pending applications or registrations Assignor may own on the Mark, the goodwill of the business symbolized by the Mark, and the right to sue and recover for any infringements of the Mark occurring prior to this Assignment;
 - (b) all rights of any kind whatsoever of Assignor accruing under the registration of the Mark as provided by applicable law of any jurisdiction, by international treaties and conventions and otherwise throughout the world;
 - (c) any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to the Mark; and
 - (d) any and all claims, for damages and injunctive relief for past, present and future infringement, dilution, misappropriation, violation, misuse, breach or default, with the right, but no obligation, to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.
- Recordation. Assignor authorizes the Commissioner for Trademarks and any other national, federal and state government officials to record and register the Trademark Assignment upon request by Assignee.
- 3. <u>Counterparts</u>. This Trademark Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Trademark Assignment delivered by facsimile, email or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Trademark Assignment.
- 4. Governing Law. This Trademark Assignment shall be governed by and construed in accordance with the internal laws of the State of Missouri without giving effect to any

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choice or conflict of law provision or rule (whether of the State of Missouri or any other jurisdiction) that would cause the application of laws of any jurisdiction other than those of the State of Missouri.

IN WITNESS WHEREOF, Assignor has duly executed and delivered this Trademark Assignment as of the date first above written.

ASSIGNOR:

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Name: WELJOH J. DRISOM

Title: Manager

ASSIGNEE

AGREED TO AND ACCEPTED:

Name: HEWRY C. EIRICH

Title: Manager

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SCHEDULE 1 TO TRADEMARK ASSIGNMENT AGREEMENT

Trademark Serial No Registration No.

The Roto Times 78296229 2936097

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TRADEMARK REEL: 004591 FRAME: 0240

RECORDED: 07/26/2011