

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM355948

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
FOUNDATION FOR THE UNDEFEATED		02/11/2015	FOUNDATION: CALIFORNIA
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	
Serial Number:	86309512	THE UNDEFEATED	
Serial Number:	86309245	FOUNDATION FOR THE UNDEFEATED	
CORRESPONDENCE DATA			
Fax Number:	9492530902		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	949-253-0900		
Email:	maria.nadal@klgates.com		
Correspondent Name:	SARA KERRANE		
Address Line 1:	K&L GATES LLP		
Address Line 2:	1 PARK PLAZA, 12TH FLOOR		
Address Line 4:	IRVINE, CALIFORNIA 92614		
ATTORNEY DOCKET NUMBER:	0906044.00002 & 00007		
NAME OF SUBMITTER:	Sara Kerrane		
SIGNATURE:	/Sara Kerrane/		
DATE SIGNED:	09/22/2015		
Total Attachments: 2			
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SCHEDULE 2

TRADEMARK ASSIGNMENT

This Trademark Assignment (this "Assignment") is made as of _____, 2015 (the "Effective Date"), between **Foundation for the Undefeated**, a California Corporation ("Assignor") and **ESPN, Inc.**, a Delaware Corporation ("Assignee").

WHEREAS, Assignor is the owner of all right, title and interest in and to the marks and the affiliated trademark applications and/or registrations therefor listed on the attached Exhibit A (hereinafter collectively the "Marks"); and

WHEREAS, Assignor is desirous of assigning, and Assignee is desirous of obtaining, all right, title and interest in and to the Marks, except as provided in the Trademark Assignment and License Back Agreement of even date herewith (the "Trademark Assignment and License Back Agreement").

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby assigns, transfers and conveys unto Assignee all right, title, and interest in and to the Marks, together with the goodwill of the business symbolized by the Marks, except as provided in the Trademark Assignment and License Back Agreement, the same to be held and enjoyed by Assignee for its own, and for the use and enjoyment of its successors, assigns and/or other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment had not been made, together with all claims for damages by reason of past infringement of the Marks, with the right to sue for, and collect the same for its own use and behalf, and for the use on behalf of its successors, assigns, or other legal representatives.

IN WITNESS WHEREOF, the parties have caused this Assignment to be duly executed as of the date(s) set forth below, with effect as of the Effective Date.


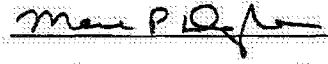
ASSIGNOR: Foundation for the Undefeated	ASSIGNEE: ESPN, Inc.
By: <u></u>	By: <u></u>
Name: <u>Jerry McGee</u>	Name: <u>MARIE P. DONOHUE</u>
Title: <u>Chairman of the Board</u>	Title: <u>EU?</u>
Date: <u>February 11</u> , 2015	Date: <u>2/11</u> , 2015

EXHIBIT A

1. **U.S. Federal Trademark Registrations**

Trademark	Registration No.

2. **Pending U.S. Federal Trademark Applications**

Trademark	Serial No.
THE UNDEFEATED	86309512
FOUNDATION FOR THE UNDEFEATED	86309245