

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
Russell Asset Management, Inc.		02/15/2006	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	March Madness Athletic Association LLC		
Street Address:	2715 McGraw Drive		
City:	Bloomington		
State/Country:	ILLINOIS		
Postal Code:	61704		
Entity Type:	LIMITED LIABILITY COMPANY: ILLINOIS		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2384018	MIDNIGHT MADNESS	
CORRESPONDENCE DATA			
Fax Number:	(312)464-3111		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	312/464-3100		
Email:	dmasters@loeb.com		
Correspondent Name:	Douglas N. Masters		
Address Line 1:	321 North Clark Street		
Address Line 2:	Suite 2300		
Address Line 4:	Chicago, ILLINOIS 60610		
ATTORNEY DOCKET NUMBER:	401086-10008-002		
NAME OF SUBMITTER:	Douglas N. Masters		
Signature:	/douglas n masters/		
Date:	02/15/2006		

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Total Attachments: 2
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WHEREAS, Russell Asset Management, Inc., a Delaware corporation, having a registered address formerly at 300 Delaware Avenue, 9th Floor, Wilmington, Delaware 19801, and now at Nemours Building, Suite 1424, 1007 Orange Street, Wilmington, DE 19801 ("Assignor") is the owner of U.S. Trademark Registration No. 2,384,018 of the trademark MIDNIGHT MADNESS (the "Mark");

WHEREAS, March Madness Athletic Association LLC, a Illinois limited liability company, having a place of business at 2715 McGraw Drive, Bloomington, Illinois 61704 ("Assignee") desires to acquire the Mark;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is acknowledged, Assignor hereby sells, assigns, and transfers to Assignee, absolutely and forever, Assignor's entire right, title and interest, throughout the world, whether statutory or at common law, in and to the Mark, together with the goodwill of the business of Assignor symbolized by the Mark, and all corresponding registrations and applications, as well as all causes of action for any and all previously occurring infringements of the rights being assigned and the right to receive and retain the proceeds, if any, relating to those infringements.

Assignor agrees to execute any further papers, as are reasonable and within its control, that are necessary and proper to vest in the Assignee all of Assignor's full and clear title in and to the Registration and other corresponding rights of Assignor in the Mark.

Assignor hereby consents to the recordation of this assignment in any applicable country.

Assignee hereby accepts the assignment of the Mark, applications, and registrations and all other rights described in this assignment.

Assignor represents and warrants that it is the owner of Registration No. 2,384,018, and has not previously transferred or otherwise licensed to a third party the rights being assigned to Assignee.

The individuals signing this document on behalf of corporate entities represent and declare that they are authorized to execute this document on behalf of such corporate entities.

IN WITNESS WHEREOF, this Assignment is effective this 31st day of January, 2006.

RUSSELL ASSET MANAGEMENT, INC

By: Floyd G. Hoffman
Name: Floyd G. Hoffman
Title: President
Date: 2/15/06

MARCH MADNESS ATHLETIC ASSOCIATION LLC

By: Scott A. Bearby
Name: Scott A. Bearby
Title: Member/Rel. Manager
Date: 2/15/06

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