

## **Exhibit C**

### **TRADEMARK and DOMAIN NAME ASSIGNMENT**

THIS TRADEMARK AND DOMAIN NAME ASSIGNMENT (“Assignment”) is by and between the U Center Bookstore, INC (d/b/a UC Market and The Bookstore at The University of Montana) of Missoula, Montana (hereafter referred to as the “Assignor”); and the Board of Regents of Higher Education of the Montana University System and The University of Montana, at Missoula, Montana (hereafter referred to as “Assignee”).

WHEREAS, contemporaneous with the execution of this Assignment, Assignor and Assignee are executing a commercial real estate lease (hereafter referred to as the “Lease”) to which this Assignment is referenced and attached;

WHEREAS, Assignor is the owner of all right, title and interest in and to the trademarks, the corresponding registrations or applications for registration set forth on Schedule I (collectively, the “Trademarks”), together with the goodwill of the business connected with and symbolized by the Trademarks; and

WHEREAS, Assignor is the owner of all right, title and interest in and to the internet domain names, the corresponding registrations or applications for registration set forth on Schedule II (collectively, the “Domain Names”), together with the goodwill of the business connected with and symbolized by the Domain Names; and

WHEREAS, Assignee desires to acquire all right, title and interest in and to the Trademarks and Domain Names.

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are acknowledged, the parties hereby agree as set forth below.

Assignor hereby sells, assigns, transfers and conveys to Assignee the entire right, title, interest in and to the Trademarks and Domain Names in the United States and all jurisdictions outside the United States, together with the goodwill of the business connected with and symbolized by the Trademarks (including, without limitation, the right to renew any registrations included in the Trademarks, the right to apply for trademark registrations within or outside the United States based in whole or in part upon the Trademarks, and any priority right that may arise from the Trademarks), the right to full and exclusive control and access of the Domain Names, and any and all generic top-level domain (gTLD) name variants thereof (e.g., .com, .edu., .net), the same to be held and enjoyed by Assignee as fully and entirely as said interest could have been held and enjoyed by Assignor had this sale, assignment, transfer and conveyance not been made.

Assignor authorizes the Commissioner of Trademarks of the United States and other empowered officials of the United States Patent and Trademark Office and in any applicable jurisdictions outside the United States to record the transfer or assignment of any Trademark, or any application for registration thereof, set forth on Schedule I to Assignee as assignee of Assignor’s entire right, title and interest therein. Assignor further authorizes Network Solutions, LLC or

any other internet registrar to assign, transfer, or record the transfer of any Domain Name set forth on Schedule II to Assignee as assignee of Assignor's entire right, title and interest therein. Assignor agrees to further execute any documents reasonably necessary to effect this assignment or to confirm Assignee's ownership of the Trademarks and Domain Names.

This Assignment, with attached Schedules, contains the entirety of the agreement of the parties and no verbal agreement heretofore in existence is of any force or effect. This instrument supersedes all prior written or oral agreements related to the let premises. All of the terms and conditions of this Lease between the parties are contained herein, and no representations have been made other than those specifically set forth herein.

IN WITNESS WHEREOF, the parties hereto have executed this Assignment on the \_\_\_\_ day of January, 2013.

**For ASSIGNOR**

**For ASSIGNEE**

\_\_\_\_\_  
Manager, U Center Bookstore, Inc.

\_\_\_\_\_  
Peggy Kuhr  
Vice President for Integrated Communications  
The University of Montana

State of Montana

County of Missoula

On this \_\_\_\_\_ day of January, 2013, personally appeared before me the above-named \_\_\_\_\_ to me, a notary public for the State of Montana, known to me or proved to be the person described in the foregoing instrument, who executed the foregoing instrument, and who severally acknowledged the same to be his free act and deed in and for the purposes set forth in said instrument.

Notary Public for the State of Montana

SEAL

\_\_\_\_\_  
Typed, stamped or printed name

Residing at: \_\_\_\_\_

My Commission Expires:

## **Schedule I Trademarks**

The present Assignment contemplates the following trademarks, either registered or existing at common law, and any confusingly similar or dilutive variants thereof, and the public goodwill and recognition associated with each:

Montana Grizzlies

Griz Shop

The Griz Shop

Griz Store

The Griz Store

## **Schedule II**

### **Domain Names**

The present Assignment contemplates the following Domain Names, any confusingly similar variants thereof, and any generic top-level domain (gTLD) variants thereof:

montanagrizzlies.com

grizshop.com

thegrizshop.com

grizstore.com

thegrizstore.com