

Re

FORM PTO-1618A  
Expires 06/30/99  
OMB0651-0027

03-07-2001



MW at  
11-90

RECORDATION FORM COVER  
TRADEMARKS ONLY

101628765

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

Submission Type

New

Resubmission (Non-Recordation)  
Document ID#

Correction of PTO Error  
Reel #  Frame #

Corrective Document  
Reel #  Frame #

Conveyance Type

Assignment  License

Security  Nunc Pro Tunc Assignment

Merger

Change of Name

Other

Effective Date  
Month Day Year  
10/31/00

Conveying Party

Mark if additional names of conveying parties attached

Name

Execution Date  
Month Day Year  
10/31/00

Formerly

Individual  General Partnership  Limited Partnership  Corporation  Association

Other

Citizenship/State of Incorporation/Organization

Receiving Party

Mark if additional names of receiving parties attached

Name

DBA/AKA/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)

City

State/Country

Zip Code

Individual  General Partnership  Limited Partnership

Corporation  Association

Other

Citizenship/State of Incorporation/Organization

If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be a separate document from Assignment.)

FOR OFFICE USE ONLY

Public burden reporting for this collection of information is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C. 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0651-0027), Washington, D.C. 20503. See OMB Information Collection Budget Package 0651-0027, Patent and Trademark Assignment Practice. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS.

Mail documents to be recorded with required cover sheet(s) information to:  
Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20231

12/12/2000 6TUM11 00000104 2285865  
01 Fc0001273072\_1 40.00 09  
09 FT:442 25.00 09

P.05/09 919 286 8199 TO 912733087124

TRADEMARK  
MAR 05 2001 16:28 FR MUR PLLC  
REEL: 002245 FRAME: 0362

**Domestic Representative Name and Address**

Enter for the first Receiving Party Only.

Name N/A

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

**Correspondent Name and Address**

Area Code and Telephone Number (919) 286-8000

Name Steven D. Thomas

Address (line 1) Moore & Van Allen PLLC

Address (line 2) 2200 West Main Street

Address (line 3) Suite 800

Address (line 4) Durham, North Carolina 27705

Pages Enter the total number of pages of the attached conveyance document including any attachments. # 3

Trademark Application Number(s) or Registration Number(s)  Mark if additional numbers attached  
Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)

Registration Number(s)

<u></u>	<u></u>	<u></u>	<u>2,285,865</u>	<u></u>	<u></u>
<u></u>	<u></u>	<u></u>	<u>2,272,617</u>	<u></u>	<u></u>
<u></u>	<u></u>	<u></u>	<u></u>	<u></u>	<u></u>

Number of Properties Enter the total number of properties involved. # 2

Fee Amount Fee Amount for Properties Listed (37 CFR 3.41): \$ 65.00

Method of Payment: Enclosed  Deposit Account

Deposit Account

(Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number: # 13-4365

Authorization to charge additional fees: Yes  No

**Statement and Signature**

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document. Charges to deposit account are authorized (as indicated herein).

Steven D. Thomas  
Name of Person Signing

  
Signature

November 16, 2000  
Date Signed

RECORDATION FORM COVER SHEET  
TRADEMARKS ONLY

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

**Submission Type**

New

Resubmission Document ID#  (Non-Recordation)

Correction of PTO Error  
Reel #  Frame #

Corrective Document  
Reel #  Frame #

**Conveyance Type**

Assignment  License

Security  Nunc Pro Tunc Assignment

Merger

Change of Name

Other

Effective Date  
Month Day Year

**Conveying Party**  Mark if additional names of conveying parties attached

Name  Execution Date  
Month Day Year

Formerly

Individual  General Partnership  Limited Partnership  Corporation  Association

Other

Citizenship/State of Incorporation/Organization

**Receiving Party**  Mark if additional names of receiving parties attached

Name

DBA/AK/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)     
City State/Country Zip Code

Individual  General Partnership  Limited Partnership  Corporation  Association

Other

Citizenship/State of Incorporation/Organization

If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be a separate document from Assignment.)

FOR OFFICE USE ONLY

Public burden reporting for this collection of information is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C. 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0651-0027), Washington, D.C. 20503. See OMB Information Collection Budget Package 0651-0027, Patent and Trademark Assignment Practice. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS.

Mail documents to be recorded with required cover sheet information to:  
Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20231

**Domestic Representative Name and Address**

Enter for the first Receiving Party Only.

Name N/A

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

**Correspondent Name and Address**

Area Code and Telephone Number (919) 286-8000

Name Steven D. Thomas

Address (line 1) Moore & Van Allen PLLC

Address (line 2) 2200 West Main Street

Address (line 3) Suite 800

Address (line 4) Durham, North Carolina 27705

Pages 3 Enter the total number of pages of the attached conveyance document including any attachments.

Trademark Application Number(s) or Registration Number(s)  Mark if additional numbers attached  
 Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)			Registration Number(s)		
<u></u>	<u></u>	<u></u>	<u>2,285,865</u>	<u></u>	<u></u>
<u></u>	<u></u>	<u></u>	<u>2,272,617</u>	<u></u>	<u></u>
<u></u>	<u></u>	<u></u>	<u></u>	<u></u>	<u></u>

Number of Properties 2 Enter the total number of properties involved.

Fee Amount 65.00 Fee Amount for Properties Listed (37 CFR 3.41):

Method of Payment: Enclosed  Deposit Account   
 Deposit Account (Enter for payment by deposit account or if additional fees can be charged to the account.)  
 Deposit Account Number: 13-4365  
 Authorization to charge additional fees: Yes  No

**Statement and Signature**

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document. Charges to deposit account are authorized, as indicated herein.

Steven D. Thomas  
Name of Person Signing

Steven D. Thomas  
Signature

April 5, 2005  
Date Signed

## ASSIGNMENT OF TRADEMARKS

31<sup>st</sup> THIS ASSIGNMENT OF TRADEMARKS ("Assignment") made and entered into this day of October, 2000 by and among BRS INVESTMENTS, INC. (the "Assignor"), and BIG ROCK SPORTS, LLC, (the "Assignee").

### RECITALS

Pursuant to that certain Contribution Agreement dated October 31, 2000 (the "Contribution Agreement") by and among the Assignee, Assignor and the others party thereto, the Assignor has agreed to sell and the Assignee has agreed to purchase the registered trademarks, servicemarks and tradenames "Big Rock" and "Big Rock Sports" (collectively the "Trademarks").

### COVENANTS

NOW, THEREFORE, in consideration of the premises hereof, and the other good and valuable consideration delivered pursuant to the Contribution Agreement the receipt and sufficiency of which are hereby acknowledged, the Assignee and Assignor hereby agree as follows:

1. Assignment of Trademarks. The Assignor hereby assigns, and the Assignee hereby accepts assignment of, all of the Assignor's worldwide right, title and interest in and to the Trademarks set out below, together with all of the goodwill of the business associated with the use of and symbolized by the Trademarks; and together with all claims that could have been asserted by the Assignor for damages by reason of past infringement by third parties of any of the Trademarks prior to the date hereof, with the same right to sue for, and collect the same for the Assignee's own use and benefit and for the use and benefit of its successors, assigns and/or its other legal representatives:

"Big Rock" – Reg. No. 2,285,865

"Big Rock Sports" – Reg. No. 2,272,617

Such Trademarks are assigned to Assignee subject to the security interest therein granted to First Union Commercial Corporation as Agent for First Union National Bank and other lenders pursuant to the terms of Assignee's and Subsidiaries' obligations to such lenders as evidenced by the Credit Facility (the "First Union Security Interest").

Assignor represents and warrants that it has good, valid and marketable title to such Trademarks, free and clear of all liens, claims, security interests, encumbrances and adverse rights or interests, except for the First Union Security Interest, and acknowledges and agrees that it will forever warrant and defend said title against the claims and demands of any and all persons, except those claims and demands of the holder of the First Union Security Interest.

2. Further Action. The Assignor and the Assignee further agree to do and perform all such acts and things, and execute such instruments as may be necessary or appropriate to implement the assignment of the Trademarks as contemplated herein, including without limitation, filing by the Assignor of this Assignment with the United States Patent and Trademark Office to evidence

this assignment.

3. Construction. Capitalized terms used herein and not otherwise defined shall have the meaning ascribed to them in the Contribution Agreement.

4. Governing Law. This Agreement will be governed by, and construed and enforced in accordance with, the laws of the State of New York (without giving effect to principles of conflicts of laws).

IN WITNESS WHEREOF the Assignee and the Assignor have caused this Agreement to be duly executed and sealed in their name by their duly authorized representatives, this 21<sup>st</sup> day of October, 2000.

(Signatures on Attached Page)

(Signature Page to Assignment of Trademarks)

BIG ROCK SPORTS, LLC.

BY: [Signature]  
TITLE: President

(SEAL)

BRS INVESTMENTS, INC.

BY: [Signature] (SEAL)  
TITLE: President