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OMB No. 0651-0027 (exp. 6/30/2005)

U.S. DEPARTMENT OF COMMERCE
U.S. Patent and Trademark Office

Tab settings ⇨⇨⇨ ▼ ▼ ▼ ▼ ▼ ▼ ▼

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies): 5-1-03

Benetton Sportsystem USA, Inc.

- ☐ Individual(s)
- ☐ Association
- ☐ General Partnership
- ☐ Limited Partnership
- ☒ Corporation-State of New Jersey
- ☐ Other

Additional name(s) of conveying party(ies) attached? ☐ Yes ☒ No

2. Name and address of receiving party(ies)

Name: Prince Sports, Inc.

Internal Address:

Street Address: One Sportsystem Plaza

City: Bordentown State: NJ Zip: 08505

- ☐ Individual(s) citizenship
- ☐ Association
- ☐ General Partnership
- ☐ Limited Partnership
- ☒ Corporation-State Delaware
- ☐ Other

If assignee is not domiciled in the United States, a domestic representative designation is attached: ☐ Yes ☐ No
(Designations must be a separate document from assignment)
Additional name(s) & address(es) attached? ☐ Yes ☒ No

3. Nature of conveyance:

- ☒ Assignment
- ☐ Merger
- ☐ Security Agreement
- ☐ Change of Name
- ☐ Other

Execution Date: April 30, 2003

4. Application number(s) or registration number(s):

A. Trademark Application No.(s)

76/269,537
76/355,762

B. Trademark Registration No.(s)

1,663,494
1,214,179

Additional number(s) attached ☒ Yes ☐ No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: James Reisman, Esq.
Gottlieb, Rackman & Reisman, P.C.

Internal Address:

Street Address: 270 Madison Avenue, 8th Floor

City: New York State: NY Zip: 10016

6. Total number of applications and registrations involved: 35

7. Total fee (37 CFR 3.41).....$ 890.00

- ☒ Enclosed
- ☒ Authorized to be charged to deposit account (To be used only if necessary)

8. Deposit account number:

07-1730

(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. 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.

James Reisman		April 30, 2003
Name of Person Signing	Signature	Date

Total number of pages including cover sheet, attachments, and document: 13

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

05/06/2003 TDIAZ1 00000054 76269537
01 FC:521 40.00 OP
02 FC:522 850.00 OP

LIST OF ADDITIONAL TRADEMARK APPLICATION AND REGISTRATION NUMBERS

[CONTINUATION OF POINTS 4 A. AND 4 B. OF RECORDATION FORM COVER SHEET]

4 A. TRADEMARK APPLICATION NO. (S)	4 B. TRADEMARK REGISTRATION NO. (S)	
76/240,211	1,216,018	2,039,193
75/749,232	1,501,459	2,690,808
76/138,015	1,918,916	1,671,868
75/334,814	1,162,105	2,257,578
76/444,085	1,996,147	2,207,245
76/355,762	1,996,148	1,209,860
75/158,211	1,754,028	1,551,091
	1,839,502	1,853,073
	1,940,557	1,713,857
	1,944,643	2,001,869
	1,944,687	2,027,123
	1,947,325	1,996,146

TRANSFER AGREEMENT

THIS TRANSFER AGREEMENT (the "Transfer Agreement"), dated as of [April 30, 2003], between Benetton Sportsystem U.S.A., Inc., a corporation organized under the laws of New Jersey ("Transferor"), and Prince Sports, Inc., a corporation organized under the laws of Delaware ("Transferee").

WHEREAS, Benetton Group S.p.A., a joint stock company organized under the laws of Italy ("Benetton") and Transferee are parties to a certain side letter dated [March 28, 2003] (the "Side Letter"), pursuant to which, among other things, Benetton agreed to cause Transferor to deliver to Transferee any documentation it may have in connection with certain trademarks and patents and to convey to Transferor any rights Transferee may have in such trademarks and patents; and

WHEREAS, Transferee is Transferor's successor with respect to the business to which certain of the trademarks appended to the Side Letter pertain, and that business is ongoing and existing.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Transferor and Transferee agree as follows:

1. Transfer. Effective as of April 30, 2003, Transferor transfers to Transferee any documentation it may have in connection with, and any rights it has (but only if and to the extent Transferor has any such rights) in: (i) the trademarks set forth in Schedules A and B, the registrations and applications for registration thereof, and the goodwill of the business connected with the use thereof and symbolized thereby, if any, (the "Side Letter Trademarks"), and (ii) the patents set forth in Schedules C and D and the registrations and applications for registration thereof (the "Side Letter Patents") (the Side Letter Trademarks and the Side Letter Patents collectively, the "Side Letter Intellectual Property"). Notwithstanding anything to the contrary herein, Transferee acknowledges that Transferor does not represent, warrant, or covenant that it has any right in any or all of the Side Letter Intellectual Property and Transferor expressly disclaims any such representation, warranty or covenant.

2. Further Assurances. The parties hereby reciprocally acknowledge that a certain number of items of the Side Letter Intellectual Property were not duly endorsed in favor of Transferor following the relevant purchase or acquisition by, or transfer or assignment to, the same. Transferor hereby undertakes to give to the Transferee all assistance reasonably necessary to the end of finalizing the endorsements contemplated by this Transfer Agreement in favor of the Transferee even, where necessary, by appointing an attorney-in-fact duly empowered to carry out all the actions necessary for such purpose. The Transferee hereby expressly accepts to bear, having nothing to claim

via-à-vis Transferor, all costs and taxes connected with the endorsements of said Side Letter Intellectual Property (expressly including the costs and taxes for the endorsements prior to the endorsements in favor of the Transferee which may be necessary to complete the latter).

3. Governing Law. This Transfer Agreement shall be governed by, and construed in accordance with, (i) the laws of the United States in respect to trademark and patent issues and (ii) in all other respects, including as to validity, interpretation and effect, by the laws of the State of New York, without giving effect to the conflict of laws rules thereof.

[remainder of page intentionally left blank]

IN WITNESS WHEREOF, the parties have caused this Transfer Agreement to be duly executed as of the date first written above.

Benetton Sportsystem U.S.A, Inc.

By: Carlo Tunioli

Name: Carlo Tunioli

Title: Global Managing Director

Prince Sports, Inc.

By: _____

Name: _____

Title: _____

IN WITNESS WHEREOF, the parties have caused this Transfer Agreement to be duly executed as of the date first written above.

Benetton Sportsystem U.S.A, Inc.

By: _____
Name: _____
Title: _____

Prince Sports, Inc.

By: _____
Name: MICHAEL LYONS
Title: PRESIDENT

ACKNOWLEDGMENT

STATE OF NEW YORK)
:SS:
COUNTY OF Queens)

On April 30, 2003 before me, the undersigned, personally appeared Carlo Tunioli

personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Maria Elena Garcia

MARIA ELENA GARCIA
Notary Public, State of New York
No. 01GA5054134
Qualified in Queens County
Commission Expires August 12, 2006

ACKNOWLEDGMENT

STATE OF NEW YORK)
:SS:
COUNTY OF NEW YORK)

On APRIL 30, 2003 before me, the undersigned, personally appeared MICHAEL LYONS personally known to me or proved to me on the basis of satisfactory evidence to be the individual(~~s~~) whose name(~~s~~) is (~~are~~) subscribed to the within instrument and acknowledged to me that he/~~she/they~~ executed the same in his/~~her/their~~ capacity(~~ies~~), and that by his/~~her/their~~ signature(~~s~~) on the instrument, the individual(~~s~~), or the person upon behalf of which the individual(~~s~~) acted, executed the instrument.

GIOIA LIGOS
Notary Public, State of New York
No. 02LI60464492
Qualified in New York County
Commission Expires August 14, 2006

SCHEDULE A

SCHEDULE A

Country Name	Trademark	App. No.	Filing Date	Reg. No.	Reg. Date	Status	Class	Goods (*)
U.S.A.	ATTITUDE	76/269,537	8-Jun-01			Pending	28	Racquet strings
U.S.A.	BIG BOPPER	76/355,762	8-Jan-02			Pending	28	Golf clubs
U.S.A.	COMPETITION	76/240,211	12-Apr-01			Pending	28	Table tennis tables
U.S.A.	CUSHION GRIP SYSTEM	769373	14-Dec-88	1,663,494	5-Nov-91	Registered	28	squash and tennis racquet components, namely handle grips
U.S.A.	EXCEL	75/749,232	14-Jul-99			Pending	28	Stringed sports racquets
U.S.A.	GRANDE	76/138,015	26-Sep-00			Pending	28	Stringed sports racquets
U.S.A.	GRAPHITE CBK	73/318,254		1,214,179	26-Oct-82	Registered	28	racquetball racquets
U.S.A.	J/R	353201	5-Mar-82	1,216,018	9-Nov-82	Registered	28	tennis rackets
U.S.A.	NITRO	706915	20-Jan-88	1501459	23-Aug-88	Registered	28	golf balls
U.S.A.	PRECISION	74/467246	8-Dec-93	1,918,916	12-Sep-95	Registered	28	tennis, squash and badminton racquets
U.S.A.	PRINCE PRO	251922	28-Feb-80	1162105	21-Jul-81	Registered	28	tennis rackets

(*) for illustrative purposes only.

SCHEDULE A

U.S.A.	Design (Doubles Duo)	74/601,202	21-Nov-94	1,996,147	20-Aug-96		28	sports racquets, namely tennis, squash, racquetball and badminton racquets
U.S.A.	Design (Young Champs)	74/601,204	21-Nov-94	1,996,148	20-Aug-96		28	sports racquets, namely tennis, squash, racquetball and badminton racquets
U.S.A.	SENIOR CLASSIC	74/181199	1-Jul-91	1754028	23-Feb-93		28	golf shafts
U.S.A.	PERFORM WITH POWER	74/381875		1,839,502	14-Jun-94		28	sporting articles; namely, golf clubs, golf shafts, golf balls
U.S.A.	DESTROYER	74/523,869	11-May-94	1,940,557	12-Dec-95		28	sports racquets
U.S.A.	ARC 2 (Stylized)	74/506,761	29-Mar-94	1,944,643	26-Dec-95		28	racquets
U.S.A.	DURATHIN	74/520198	5-May-94	1,944,687	26-Dec-95		28	string for racquets
U.S.A.	EXTENDAMP	74/469,438	14-Dec-94	1,947,325	9-Jan-96		28	vibration absorbing device for racquets
U.S.A.	AEROTYPE	75/117,345	12-Jun-96	2,039,193	18-Feb-97	Registered	25	Athletic footwear
U.S.A.	FOOTPRINCE	75/334,814	1-Aug-97					
U.S.A.	STING ABT	76/444,085	23-Aug-02					
U.S.A.	PRINCE		3-Jun-02	2,690,808			9	Protective Eyewar
U.S.A.	GET ON WITH IT							
U.S.A.	HOT SHOT							
U.S.A.	DURA TAC							
U.S.A.	DURA TRED							

(*) for illustrative purposes only.

TRADEMARK
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SCHEDULE A

U.S.A.	THUNDERSTICK	768095	8-Dec-88	1,671,868	14-Jan-92	Registered	28	tennis racquets
U.S.A.	BIG POPPER	76/355,762	6-Jan-02				28	Golf clubs
U.S.A.	SPINTEX						28	Sports racquet strings
U.S.A.	FUSION	75/229,497	23-Jan-97	2,257,578	29-Jun-99	Registered	28	Tennis, squash, badminton and racquetball racquets
U.S.A.	SYNERGY	75/392,707	19-Nov-97	2,207,245	1-Dec-98	Registered	28	tennis racquets
U.S.A.	GRAFALLOY	219907	18-Jun-79	1209860	21-Sep-82		28	golf club shafts, racquetball racquets and tennis racquets
U.S.A.	SYNCHRONOUS GEODESIC PRISM	747351	22-Aug-88	1551091	8-Aug-89		28	golf balls
U.S.A.	BORATA	74/350,980	22-Jan-93	1,853,073	6-Sep-94		17	boron-based plastic used in the manufacture of golf ball covering
U.S.A.	MAG-LITE	73/752,284		1,713,857	8-Sep-92		28	racquet string
	Design (Club Player)	74/601,237	21-Nov-94	2,001,889	17-Sep-96		28	sports racquets namely tennis, squash, racquetball and badminton racquets
U.S.A.	NFS logo	75/054,289	6-Feb-96	2,027,123	31-Dec-96			
U.S.A.	THUNDERBOLT	75/158,211	27-Aug-96					
U.S.A.	Design (Occasional Warrior)	74/601,201	21-Nov-94	1,996,146	20-Aug-96		28	sports racquets, namely tennis, squash, racquetball and badminton racquets.

(*) for illustrative purposes only.

TRADEMARK
REEL: 002727 FRAME: 0021

SCHEDULE A

U.S.A.	DURA ZORB							
U.S.A.	SHOCKBLOCK							
U.S.A.	SHOCKBEATER							
U.S.A.	PERFECTION							
U.S.A.	MORE FLAME, MORE GAME							