

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
All Star Outdoor Products, Inc.		05/31/2004	CORPORATION: TEXAS
All Star Composites, Inc.		05/31/2004	CORPORATION: TEXAS
All Star Graphite Rods, Inc.		05/31/2004	CORPORATION: TEXAS
Platinum Products, Inc.		05/31/2004	CORPORATION: TEXAS

**RECEIVING PARTY DATA**

<b>Name:</b>	Shakespeare All Star Acquisition LLC
<b>Street Address:</b>	3801 Westmore Drive
<b>City:</b>	Columbia
<b>State/Country:</b>	SOUTH CAROLINA
<b>Postal Code:</b>	29223
<b>Entity Type:</b>	Limited Liability Company: DELAWARE

**PROPERTY NUMBERS Total: 5**

Property Type	Number	Word Mark
Registration Number:	2165608	WEST COAST SERIES MADE IN U.S.A.
Registration Number:	2167085	SELECT SERIES MADE IN U.S.A.
Registration Number:	2171095	AS ALL STAR OUTDOOR PRODUCTS, INC.
Registration Number:	2188843	ALL STAR
Registration Number:	2551442	PLATINUM

**CORRESPONDENCE DATA**

Fax Number: (206)463-8880  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*

Phone: 206-463-3631  
 Email: trademarks@k2sports.com  
 Correspondent Name: K-2 Corporation  
 Address Line 1: 19215 Vashon Highway SW  
 Address Line 4: Vashon, WASHINGTON 98070

CH \$140.00 2165608

ATTORNEY DOCKET NUMBER:

KTOI-5-7034

NAME OF SUBMITTER:

Lisa M. Willhite

Total Attachments: 5

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**TRADEMARK ASSIGNMENT**

THIS TRADEMARK ASSIGNMENT (this "Assignment") is entered into as of May 31, 2004 by and among Shakespeare All Star Acquisition LLC, a Delaware limited liability company ("Assignee"), All Star Outdoor Products, Inc., a Texas corporation ("Products"), All Star Composites, Inc., a Texas corporation ("Composites") and All star Graphite Rods, Inc., a Texas corporation ("Graphite", and collectively with Products and Composites, "Assignors"). Capitalized terms not otherwise defined herein shall have the meaning ascribed to such terms in the Asset Purchase Agreement (as defined below).

**RECITALS**

WHEREAS, on May 31, 2004, Assignors, Assignee, Parent and the Owners entered into that certain Asset Purchase Agreement (the "Asset Purchase Agreement"); and

WHEREAS, pursuant to Section 2.1(c) of the Asset Purchase Agreement, Assignors desire to assign to Assignee all of Assignors' rights, title, and interest in and to (a) all trademarks, domain names, trade names, corporate names, business names, trade styles, service marks, logos, other source or business identifiers, prints and labels on which any of the foregoing have appeared or appear, designs and general intangibles of like nature (whether registered or unregistered), all registrations and recordings thereof, and all applications in connection therewith, including registrations, recordings and applications in the United States Patent and Trademark Office or in any similar office or agency of the United States, any state or territory thereof or any other country or any political subdivision thereof; (b) all reissues, extensions or renewals thereof; and (c) all goodwill associated with or symbolized by any of the foregoing listed on Exhibit A attached hereto and incorporated herein (collectively, the "Trademarks").

**AGREEMENT**

NOW, THEREFORE, in consideration of the foregoing premises, the mutual covenants and agreements contained in the Asset Purchase Agreement, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and the covenants and agreements in this Assignment, and to induce Assignee to consummate the transactions contemplated by the Asset Purchase Agreement and the Ancillary Agreements, Assignors hereby agree as follows:

1. Grant. Assignors do hereby sell, transfer, convey, assign and deliver to Assignee all of the Assignors' rights, title, and interest in and to the Trademarks, together with the goodwill of the business pertaining thereto, the same to be held by Assignee for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors, assigns and other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignors if this Assignment and sale had not been made; together with all claims for damages by reason of past infringements of the Trademarks, along with the right to sue for and collect such damages for the use and benefit of Assignee and Assignee's successors, assigns and other legal representatives.

2. Representations and Warranties of the Parties. Each party represents and warrants that (a) this Assignment is a legal, valid and binding obligation of the warranting party, (b) such party has full power and authority to enter into and perform its obligations under this Assignment in accordance with its terms and (c) such party is and will remain free of any obligations and restrictions that would prevent or impede its performance of its obligations under this Assignment. For the avoidance of doubt, the representations and warranties contained in this Assignment shall not in any way limit or expand the representations and warranties contained in the Asset Purchase Agreement.

3. Further Assurances. Each party will take such further actions and execute promptly such further documents and instruments as are necessary to effect and record the above assignment, including any actions, documents or instruments required by the applicable registrar to document the transfer herein or as may be necessary to protect, perfect, secure and vest good, valid and marketable title to the Trademarks and related rights in Assignee; *provided, however,* Parent or Assignee shall reimburse Assignors for any necessary and commercially reasonable expenses incurred by Assignors in connection with any action taken pursuant to the requirements of this Section 3.

4. Recording of Assignment. Assignors hereby authorize and request the Commissioner of Patents and Trademarks of the United States, and any officer of any country or countries foreign to the United States, whose duty it is to issue service marks, trademarks, or other evidence or forms of intellectual property protection or applications, to issue the same to Assignee and Assignee's successors, assigns and other legal representatives in accordance with the terms of this instrument.

5. Counterparts. This Agreement may be executed by facsimile signature and in two or more counterparts, each of which shall be deemed to be an original but all of which together will constitute one and the same instrument.

[signature page to follow]

IN WITNESS WHEREOF, this Assignment has been executed as of the day and year first written above.

**ASSIGNORS:**

**ALL STAR OUTDOOR PRODUCTS, INC., a  
Texas corporation**

By: Pat Crawford  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**ALL STAR COMPOSITES, INC., a Texas  
corporation**

By: Pat Crawford  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**ALL STAR GRAPHITE RODS, INC., a Texas  
corporation**

By: Pat Crawford  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**ASSIGNEE:**

**SHAKESPEARE ALL STAR ACQUISITION  
LLC, a Delaware limited liability company**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**SIGNATURE PAGE TO TRADEMARK ASSIGNMENT**

IN WITNESS WHEREOF, this Assignment has been executed as of the day and year first written above.

**ASSIGNORS:**

**ALL STAR OUTDOOR PRODUCTS, INC., a Texas corporation**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**ALL STAR COMPOSITES, INC., a Texas corporation**


By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**ALL STAR GRAPHITE RODS, INC., a Texas corporation**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**ASSIGNEE:**

**SHAKESPEARE ALL STAR ACQUISITION LLC, a Delaware limited liability company**

By:   
Name: Montz H. Bauer  
Title: Vice President

**SIGNATURE PAGE TO TRADEMARK ASSIGNMENT**

<u>Registration No.</u>	<u>Date of Registration</u>	<u>Description</u>
1,601,064	6/12/90	All Star Graphite Rods logo
2,165,608	6/16/98	West Coast Series logo
2,167,085	6/23/98	Select Series logo
2,171,095	7/7/98	All Star Outdoor Products, Inc. logo
2,188,843	9/15/98	All Star logo
1,601,064	6/12/90	All Star Graphite Rods A/S logo with stars
2,551,442	3/26/02	Platinum Products, Inc. logo

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