

**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		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Pro Sports, Inc.		09/02/2004	CORPORATION: NEW JERSEY
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Sara Lee Global Finance L.L.C.		
<b>Street Address:</b>	3411 Silverside Rd.		
<b>City:</b>	Wilmington		
<b>State/Country:</b>	DELAWARE		
<b>Postal Code:</b>	19801		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	75896424	CHAMPION SPORTS	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(336)519-7312		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	336-519-7418		
<b>Email:</b>	vtriplett@saralee.com		
<b>Correspondent Name:</b>	Sara Lee Corporation		
<b>Address Line 1:</b>	1000 E. Hanes Mill Rd.		
<b>Address Line 2:</b>	Law Dept. - Victoria Triplett		
<b>Address Line 4:</b>	Winston-Salem, NORTH CAROLINA 27105		
<b>NAME OF SUBMITTER:</b>	Victoria J. Triplett		
<b>Total Attachments: 4</b>			
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## TRADEMARK ASSIGNMENT AGREEMENT

This Trademark Assignment Agreement ("Agreement") is made and entered into this 1st day of September 2004 between Pro Sports, Inc. (d/b/a Champion Sports, Inc.), a corporation duly organized and existing under the laws of the State of New Jersey ("Assignor") and Sara Lee Global Finance, L.L.C., a limited liability company duly organized and existing under the laws of the State of Delaware ("Assignee"):

**WHEREAS**, Assignor has adopted and has used, and continues to use, the trademarks CHAMPION and CHAMPION SPORTS (including but not limited to U.S. Serial No. 78/343,611 and 75/896,424) and various scripts, logos, trade dress and other indicia associated therewith in connection with, *inter alia*, sports equipment, namely, athletic supporters, badminton nets, badminton rackets, badminton shuttlecocks, ball carts, ball lockers, baseball accessories, baseball chest protectors, baseball masks, baseball safeguards, baseball gloves, baseballs, bases, basketball bags, basketball nets, basketball scorebook, basketball trainers, basketballs, bats, batting helmets, batting tees, batons, beach paddle, beach balls, bean bags, bowling pins, cage balls, coaches boards, cones, deck tennis rings, dodge balls, discus, duffel bags, equipment bags, exercise and training balls, exercise tubing, field hockey nets, field markers, flag football belts, fleece balls, flip scorers, floor tape, flying discs, foam balls, foam dice, foam discs, foam hands, football belts, football jersey, football kicking tees, footballs, gym markers, hockey accessories, hockey goals, hockey nets, hockey sticks, hockey gloves, homeplates, horseshoes, horseshoe sets, hula hoops, juggling scarves, jump ropes, knee pads, lacrosse balls, lacrosse goals, lacrosse nets, lanyards, lawn toss, line markers, mat tape, measuring tapes, medicine balls, megaphones, mesh bags, paddleball rackets, parachutes, personal equipment bags, pinnies, pitching machine baseballs, pitching machine softballs, pitching rubbers, plastic baseballs, plastic discs, plastic golf balls, plastic paddles, plastic softballs, playground balls, polo sets, poly markers, practice vests, pumps, racquetball racquets, referee watch, relay batons, reversible scrimmage vests, foam ball sets, foam balls, ring toss, scoop ball, scooter hockey, scooters, scoreboards, scrimmage vests, shin-guards, shot and discus carrier, shot puts, shuffleboard, soccer accessories, soccer corner flags, soccer goalie gloves, soccer nets, soccer shin-guards, soccer balls, soft and sport balls and carriers, soft hockey sets and sticks, soft lacrosse sets, softball chest protectors, softballs, softball gloves, starting blocks, starting pistol, stop watches, table tennis sets, table tennis paddles, table tennis balls, tally counter, tennis balls, tennis nets, tennis racquets, tetherballs, timers and counters, training balls, tug of war ropes, umpire chest protectors, umpire shin-guards, uniform belts, volleyball carts, volleyball knee pads, volleyball nets, volleyball trainers, volleyballs, water bottles, and whistles (the "Marks"); and

**WHEREAS**, Assignor has agreed to assign its United States and Canadian interest in the Marks, including the goodwill of the business symbolized by the Marks, to Assignee;

**NOW, THEREFORE**, in consideration of the mutual promises and covenants in this Agreement, the receipt and sufficiency of which is acknowledged, the parties, intending to be legally bound, hereby agree as follows:

1. **Assignment of Rights.** Assignor hereby assigns exclusively to Assignee all United States and Canadian rights, title and interests that Assignor has or may have pursuant to statute or common law in and to the Marks, together with the underlying goodwill of the business symbolized by the Marks, and any and all claims for damages by reason of past infringement thereof, with the right to sue for, and collect the same for its own use and benefit, and for the use and benefit of its successors and assigns.

2. **Consideration.** In consideration for the assignment of the Marks, Assignee shall dismiss, with prejudice, all claims pending against Assignor in Civil Action No. 1:03-CV-00276 (U.S. District Court for the Middle District of North Carolina), captioned *Sara Lee Corporation and Sara Lee Global Finance, L.L.C. v. Pro Sports, Inc. (d/b/a "Champion Sports, Inc.")*.

3. **Warranties.** Assignor represents and warrants to Assignee that, to the actual knowledge of Assignor, Assignor is the sole owner of all rights, title and interest in and to the Marks; that Assignor has full power and authority to enter into this Agreement and to make the assignment and transfer contemplated by this Agreement; and that Assignor has not assigned, transferred, licensed, pledged or otherwise encumbered any rights with regard to the Marks.

4. **Further Assurances.** Assignor agrees to provide any and all documents or testimony necessary to perfect this assignment. Assignor further agrees that it will not attack or challenge in any manner the validity of this assignment and Agreement.

5. **Execution of Agreement.** The parties acknowledge that, in executing this Agreement, they carefully reviewed its terms with counsel of their choice, and are fully aware of the extent of their rights and obligations under this Agreement. The parties further agree that the language of this Agreement shall not be construed presumptively against either party. This Agreement may be signed in counterparts.

6. **Enforcement.** Should either party seek to enforce against the other any term or terms of this Agreement, jurisdiction and venue are agreed to be properly and exclusively had before the United States District Court for the Middle District of North Carolina (Winston-Salem Division). The parties also agree that the validity, construction and performance of this Agreement shall be governed by, and interpreted in accordance with, the laws of the State of North Carolina, without regard to its conflict of laws principles.

7. **Entire Agreement.** This Agreement constitutes the entire agreement between the parties, and may only be modified by an agreement in writing signed by both parties.

8. **Binding.** This Agreement shall be binding upon, and inure to the benefit of, the parties, their officers, agents, legal representatives, employees, successors, assigns, subsidiaries, licensees and all those in active concert or participation with them.

By their execution below, the parties hereto have agreed to all of the terms and conditions of this Agreement.


(CORPORATE SEAL)

PRO SPORTS, INC. ("ASSIGNOR")

By:   
Howard Meller, President

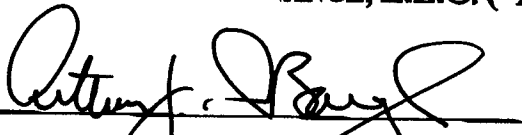
State of New Jersey     )  
  ) ss  
County of Monmouth     )

On this 2nd day of September, 2004 before me appeared Mr. Howard Meller, the person who signed this instrument, who acknowledged that he signed it as a free act on behalf of Pro Sports, Inc.

  
Notary Public  
Stephen F. Roth, Esq.  
Attorney at Law, State of New Jersey

(CORPORATE SEAL)

SARA LEE GLOBAL FINANCE, L.L.C. ("ASSIGNEE")

By:   
Print Name: Arthur J. DeBaugh  
Title: Assistant Secretary

State of North Carolina     )

State of North Carolina ) ss  
County of Forsyth )

On this 7<sup>th</sup> day of September, 2004 before me appeared Arthur J. DeBaugh, the person who signed this instrument, who acknowledged that he signed it as a free act on behalf of Sara Lee Global Finance, LLC.

Delesa Tilley  
Notary Public

