

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Emmanuel Benoit Poux		10/16/2004	INDIVIDUAL:
RECEIVING PARTY DATA			
Name:	EBSCO Industries, Inc.		
Street Address:	5724 Highway 280 East		
City:	Birmingham		
State/Country:	ALABAMA		
Postal Code:	35242		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2302310	BOO-YA	
CORRESPONDENCE DATA			
Fax Number:	(404)685-7065		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	404-815-3765		
Email:	rjveal@sgrlaw.com		
Correspondent Name:	Robert J. Veal		
Address Line 1:	1230 Peachtree St., NE		
Address Line 2:	Promenade II, Suite 3100		
Address Line 4:	Atlanta, GEORGIA 35242		
ATTORNEY DOCKET NUMBER:	043523.446		
NAME OF SUBMITTER:	Mary Martha Adkins		
Total Attachments: 2			
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OP \$40.00 2302310

TRADEMARK ASSIGNMENT AND ROYALTY AGREEMENT

Whereas, Phillip N. Haughton-James an individual, and Emmanuel Benoit Poux, an individual, both residents of the State of Florida adopted, used the mark "Boo-Ya" (the "Mark") in connection with the following goods: clothing, namely, shirts, pants, hats, shorts, and T-shirts; and

Whereas, Phillip N. Haughton-James and Emmanuel Benoit Poux obtained a federal trademark registration for the Mark on the Principal Register of the United States Patent and Trademark Office in connection with the goods identified therein, Registration No. 2,302,310 registered on December 21, 1999 on the basis of an application filed on August 27, 1993;

Whereas, Phillip N. Haughton-James assigned to Emmanuel Benoit Poux all right title and interest in and to the Mark and Registration No. 2,303,310 along with the goodwill in the business symbolized the mark by written assignment dated February 20, 2004, said attached hereto as Exhibit A.

Whereas, Emmanuel Benoit Poux, (Assignor) owns the mark "Boo-Ya" individually and has continued to use the mark in connection with the following goods: clothing, namely, shirts, pants, hats, shorts, and T-shirts;

Whereas, EBSCO Industries, Inc. (EBSCO) an Alabama Corporation having a principal place of Business in Birmingham, Alabama desires to acquire the Mark and the above referenced registration;

Now, therefore for good and valuable consideration as recited hereinafter, the receipt and sufficiency is hereby acknowledged, Assignor hereby sells, assigns, and transfers to EBSCO all right title and interest in and to the Mark, together with the good will of the business symbolized by the Mark, and the registration thereof.

In consideration of the forgoing it is agreed between the parties as follows:

Assignor or his licensees have used the mark in connection with the goods recited above and have an inventory of goods bearing the mark on hand and available for sale;

Assignor have the sole and exclusive right to the use of the mark and to the good will of the business symbolized thereby, and the right to sell the mark and the goodwill therein, free and clear from any claim by any third parties arising out of any transactions of business under the mark;

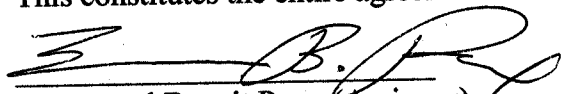
Assignor will cooperate with EBSCO by signing any documents necessary to perfect title in the Mark and registration and testifying as to the use and adoption of the Mark in any proceedings at which the Mark may be involved;

EBSCO has adopted and is using the Mark in a variant form BOOYAH for a variety of goods including promotional clothing and will continue to use the Mark either in the variant form or in the form BOO-YA on clothing solely as EBSCO's business judgment dictates.

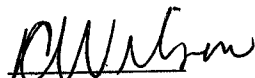
Upon execution of this agreement by Assignor and EBSCO, EBSCO shall deliver to Assignor the sum of \$15,000.00 and shall hereafter pay to Assignor quarterly payments based on the sales of clothing sold under the Boo-ya or Booyah mark in full payment and consideration for this assignment and Assignor's undertakings above.

EBSCO's quarterly payments to Assignor shall be paid at a royalty rate of 10% of the net sales of clothing by EBSCO bearing the Mark. Net Sales shall mean the sales price of such clothing sold by EBSCO less any shipping, handling, returns, taxes or other incidental costs. EBSCO's obligation to make such quarterly payments is limited to the lifetime of the Assignor. EBSCO's payments shall be made within 30-days after the end of each calendar quarter beginning with the last quarter of the year 2004, or as reasonably soon thereafter as possible. Assignor's sole remedy for late payment or non-payment of such quarterly payment shall be for an accounting for such payment and any interest accrued from the due date of such quarterly payment at the then prevailing rate.

This constitutes the entire agreement between the parties.


Emmanuel Benoit Poux (Assignor)

Subscribed and sworn to before me this October 16, 2004.



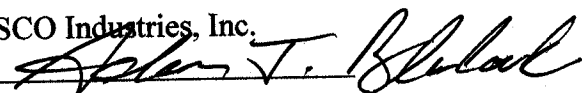
Notary Public. My Commission Expires _____

ALICE WILSON
NOTARY PUBLIC STATE OF FLORIDA
COMMISSION # DD211678
EXPIRES 05/23/2007
BONDED THRU 1-888-NOTARY1

EBSCO Industries, Inc.

By:

Its:



V.P. / BM PRADCO ~~OPPOSITE BRANDS~~ DIVISION