

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
Miken Composites, LLC		11/10/2004	Limited Liability Company: WISCONSIN

RECEIVING PARTY DATA

Name:	Cami Acquisition Sub, LLC
Street Address:	1859 Bowles Avenue
City:	Fenton
State/Country:	MISSOURI
Postal Code:	63026
Entity Type:	Limited Liability Company: DELAWARE

PROPERTY NUMBERS Total: 24

Property Type	Number	Word Mark
Serial Number:	78428416	BURN
Serial Number:	78428428	MANIAC
Serial Number:	78428433	MENACE
Serial Number:	78428439	SCREAM
Serial Number:	78350505	CARBON X SHELL
Serial Number:	78317658	ZONE
Serial Number:	78246771	EDGE
Serial Number:	78198882	PREMIERE
Serial Number:	76230077	LOSE YOUR BALLS
Serial Number:	76083022	VIPER
Serial Number:	75747544	INFINITY
Serial Number:	78266441	CARBON X
Serial Number:	76366937	THE FENCE JUST GOT CLOSER
Registration Number:	2566185	VELOCITE

CH \$615.00 78428416

Registration Number:	2654211	HYBRID-X
Registration Number:	2654210	E-FLEX TECHNOLOGY
Registration Number:	2702048	M
Registration Number:	2702052	MIKEN
Registration Number:	2706499	MIKEN
Registration Number:	2799219	E-FLEX ULTRA TECHNOLOGY
Registration Number:	2821799	FREAK
Registration Number:	2833651	INTENSIT-E
Registration Number:	2859026	M-PULSE
Registration Number:	2302853	MIKENHHD

CORRESPONDENCE DATA

Fax Number: (816)691-3495
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Email: thailey@stinsonmoheck.com
Correspondent Name: Penny R. Slicer, Reg. No. 34,017
Address Line 1: 1201 Walnut, Suite 2800
Address Line 2: Stinson Trademark Administrator
Address Line 4: Kansas City, MISSOURI 64106-2150

NAME OF SUBMITTER:	PENNY R. SLICER
Signature:	/penny r slicer/
Date:	02/28/2005

Total Attachments: 8
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TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (this "**Assignment**") is entered into as of November 10, 2004 by and among Cami Acquisition Sub, LLC, a Delaware limited liability company and indirect wholly-owned subsidiary of Parent ("**Assignee**"), and Miken Composites, LLC, a Wisconsin limited liability company ("**Assignor**"). Capitalized terms not otherwise defined herein shall have the meaning ascribed to such terms in the Asset Purchase Agreement (as defined below).

RECITALS

WHEREAS, Parent, Assignee, Assignor and George B. Griffith entered into that certain Asset Purchase Agreement (the "**Asset Purchase Agreement**") of even date herewith; and

WHEREAS, pursuant to Section 2.1(c) of the Asset Purchase Agreement, Assignor desires to assign to Assignee all of Assignor's rights, title and interest in and to (a) all trademarks, trade names, corporate names, business names, domain 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, 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, Assignor hereby agrees as follows:

1. Grant. Assignor does hereby sell, transfer, convey, assign and deliver to Assignee all of the Assignor's rights, title and interest in and to the Trademarks, together with the goodwill of the business pertaining thereto and the portion of the business to which the Trademarks pertain, which is ongoing and existing, 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 Assignor 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 free of any obligations and restrictions that would prevent or impede its performance of its obligations under this Assignment and will not knowingly take any action that would create any such obligation or restriction. 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, without additional consideration, 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.

4. Recording of Assignment. Assignor hereby authorizes and requests 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. Asset Purchase Agreement. This Assignment is made subject to the representations and warranties of Seller and Griffith contained in the Asset Purchase Agreement. The terms of the Asset Purchase Agreement, including but not limited to Seller's and Griffith's representations, warranties, covenants, agreements and indemnities (including the limitations thereon) relating to the Transferred Assets, Assumed Liabilities and other matters, are incorporated herein by this reference. Seller and Griffith acknowledge and agree that the representations, warranties, covenants, agreements and indemnities (including the limitations thereon) contained in the Asset Purchase Agreement shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. In the event of any conflict or inconsistency between the terms of the Asset Purchase Agreement and the terms hereof, the terms of the Asset Purchase Agreement shall govern.

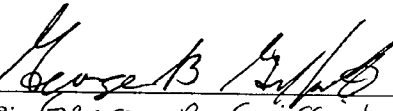
6. Counterparts. This Assignment may be executed by facsimile signature and in two or more counterparts, each of which shall be deemed to be an original but all of which together will constitute one and the same instrument.

[signature pages follow]

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

ASSIGNOR:

**MIKEN COMPOSITES, LLC, a Wisconsin
limited liability company**

By: 
Name: George B. Griffith
Its: CEO

ASSIGNEE:

**CAMI ACQUISITION SUB, LLC, a Delaware
limited liability company**

By: _____
Name: _____
Its: _____

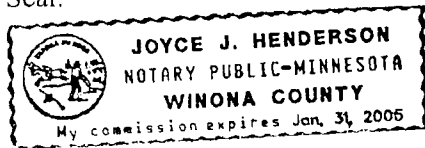
Acknowledgement by Notary Public

State of Minnesota

County of Winona

On this 10th day of November, 2004, before me, the undersigned Notary Public, personally appeared George B. Griffith, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

Seal:



Signature: Joyce Henderson

Name: Joyce J. Henderson, Notary Public

Acknowledgement by Notary Public

State of _____

County of _____

On this _____ day of _____, 2004, before me, the undersigned Notary Public, personally appeared _____, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

Seal:

Signature: _____

Name: _____, Notary Public

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


ASSIGNOR:

**MIKEN COMPOSITES, LLC, a Wisconsin
limited liability company**

By: _____
Name: _____
Its: _____

ASSIGNEE:

**CAMI ACQUISITION SUB, LLC, a Delaware
limited liability company**

By: 
Name: Monte H. Baier
Its: VP and General Counsel

Acknowledgement by Notary Public

State of California

County of San Diego

On this 8th day of November, 2004, before me, the undersigned Notary Public, personally appeared Monte Baier, personally known to me ~~(or proved to me on the basis of satisfactory evidence)~~ to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

Seal:



Signature: Julie M. Kelley

Name: Julie M. Kelley, Notary Public

Acknowledgement by Notary Public

State of _____

County of _____

On this _____ day of _____, 2004, before me, the undersigned Notary Public, personally appeared _____, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

Seal:

Signature: _____

Name: _____, Notary Public

Signature Page to Trademark Assignment

**TRADEMARK
REEL: 003036 FRAME: 0035**

EXHIBIT A

Trademarks

Registered Marks	Goods/Services	Class	Goods/Services	Class	Reg Number	Reg. Date
Velocite	Baseball and softball bats	28			2566185	4/30/2002
Hybrid-X	Softball Bats	28			2654211	11/26/2002
E-Flex Technology	Softball Bats	28			2654210	11/26/2002
M	Softball bats, Batting Gloves	28	Athletic Bags	18	2702048	4/1/2003
Miken	Softball bats, Batting Gloves	28	Athletic Bags	18	2702052	4/1/2003
Miken	Softball bats, Batting Gloves	28	Athletic Bags	18	2706499	4/15/2003
E-flex Ultra Technology	Baseball and softball bats	28			2799219	12/23/2003
Freak	Softball Bats	28			2821799	3/9/2004
Intensit-E	Softball Bats	28			2833651	4/20/2004
M-Pulse	Softball Bats	28			2859026	6/29/2004
Miken HHD	Softball Bats	28			2302853	12/21/1999

Intent to Use Applications

Marks	Goods/Services	Class	Goods/Services	Class	Ser. Number	Filing Date	Status
Burn	Softball Bats	28			78428416	6/2/2004	Not yet Assigned
Maniac	Softball Bats	28			78428428	6/2/2004	Not yet Assigned
Menace	Softball Bats	28			78428433	6/2/2004	Not yet Assigned
Scream	Softball Bats	28			78428439	6/2/2004	Not yet Assigned
Carbon X Shell	Softball Bats	28			78350505	1/12/2004	8/04/2004 Office Action emailed requesting disclaimer of "Carbon" and "Shell" and asking whether "X" has significance in the trade. Response due 2/04/2005.
Zone	Baseball and softball bats	28			78317658	10/23/2003	9/10/2004 Response filed to 03/14/2004 Office Action refusing registration on basis that mark is confusingly similar to mark ZONE for bowling balls, Registration No. 2324221.
Edge	Softball Bats	28			78246771	5/7/2003	9/07/2004 Notice of Allowance issued; SOU or Extension Request due 3/07/2005.
Premier	Softball Bats	28			78198882	12/31/2002	Notice of Allowance issued 12/23/2003; Extension request or SOU due 12/23/2004.

Unregistered Trademarks

Ultra	Softball Bats	28
Ultra II	Softball Bats	28
Velocit-E	Softball Bats	28

Velocit-E II	Softball Bats	28
Freak Plus	Softball Bats	28
Freak 98	Softball Bats	28
Oklahoma City	Softball Bats	28

Other Trademarks

Lose Your Balls	softball t-shirts	25	76230077	3/23/01
Viper	softball bats	28;	76083022	7/5/00
		25		
Infinity	softball bats	28	75747544	7/10/99
Carbon X		28	78266441	
The Fence Just		28;	76366937	1/31/02
Got Closer		25		

Common Law Trademarks

Miken "M" logo on Seller's website, a copy of which is included immediately below.

Miken "M" logo from Seller's website.

