

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
CB Sports, Inc.		12/23/2003	CORPORATION: NEW YORK
RECEIVING PARTY DATA			
Name:	Hawk Creation Limited		
Street Address:	P.O. Box 116, Road Town		
City:	Tortola		
State/Country:	VIRGIN ISLANDS, BRITISH		
Entity Type:	CORPORATION: VIRGIN ISLANDS, BRITISH		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	76477327	CB SPORTS	
CORRESPONDENCE DATA			
Fax Number:	(516)228-8120		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Email:	gsesq600@aol.com		
Correspondent Name:	Stanley R. Goodman		
Address Line 1:	666 Old Country Road		
Address Line 4:	Garden City, NEW YORK 11530		
DOMESTIC REPRESENTATIVE			
Name:			
Address Line 1:			
Address Line 2:			
Address Line 3:			
Address Line 4:			
NAME OF SUBMITTER:	Stanley R. Goodman		

OP \$40.00 76477327

Signature:

/SRG/

Date:

04/14/2005

Total Attachments: 2

source=file0016#page1.tif

source=file0017#page1.tif

Trademark Assignment Agreement

This Agreement is by and between CB SPORTS, INC., a New York corporation, having a place of business located at 490 Broadway, Saratoga Springs, New York 12866 ("Assignor") and HAWK CREATION LIMITED, a British Virgin Islands corporation, having a place of business located at Sea Meadow House, Blackburne Highway, P.O. Box 116, Road Town, Tortola, British Virgin Islands ("Assignee").

WHEREAS, Assignor is the owner of the trademark in and to the terms, CB and CB SPORTS, however rendered, when used in connection with apparel and related apparel accessories (including all right, title, and interest in and to that certain U.S. Patent and Trademark Office trademark registration bearing Serial No. 76/477,327), along with all goodwill therein (the "Trademark"); and

WHEREAS, Assignee, wishes to acquire the entire worldwide right, title, and interest in the Trademark, along with all goodwill therein for the total purchase price of \$600,000.00 (six hundred thousand dollars), payable \$150,000 on the signing of this Agreement and the balance of \$450,000 payable by wire transfer to Assignor in three separate installments as follows: \$150,000 on December 31, 2004, December 31, 2005, December 31, 2006. The installments will be guaranteed and collateralized by an Irrevocable Standby Letter of Credit, in the form of Annex A, attached. All fees, expenses and charges in connection with the issuance and maintenance of the Letter of Credit and any drawings thereunder shall be paid by Assignee.

NOW, the parties agree as follows:

1. Assignment. Assignor does hereby irrevocably assign to Assignee all right, title, and interest Assignor may have (including but not limited to, all registration rights with respect to the Trademark, all rights to prepare derivative marks, all goodwill and all other rights), in and to the Trademark, along with all goodwill of the business in connection with which the Trademark is used. Assignor further irrevocably assigns to Assignee all right, title, and interest that Assignor may have in any particular stylization or rendering of the Trademark, including all rights of copyright in and to the designs developed for use with the Trademark.

2. Representations and Warranties of Assignor. Assignor represents and warrants to Assignee:

- (a) Assignor has the right, power and authority to enter into this Agreement;
- (b) Assignor is the exclusive owner of all right, title and interest in the Trademark;
- (c) The Trademark is free of any liens, security interests, encumbrances or licenses, except for the Amendment and Restatement of License Agreement between Snowmass Apparel, Inc. and Assignor, dated January 1, 1994, as amended, which shall terminate on December 31, 2003;
- (d) There are no claims, pending or threatened, with respect to Assignor's rights in the Trademark;
- (e) This Agreement is valid, binding and enforceable in accordance with its terms; and
- (f) Assignor is not subject to any agreement, judgment or order inconsistent with the terms of this Agreement.

3. Representations and Warranties of Assignee. Assignee represents and warrants to Assignor:

- (a) Assignee has the right, power and authority to enter into this Agreement;
- (b) This Agreement is valid, binding and enforceable in accordance with its terms; and
- (c) Assignee is not subject to any agreement, judgment or order inconsistent with the terms of this Agreement.

4. **Attorney's Fees.** Should either party hereto, or any heir, personal representative, successor or assign of either party hereto, resort to litigation to enforce this Agreement, the party prevailing in such litigation shall be entitled, in addition to such other relief as may be granted, to recover its or their reasonable attorneys' fees and costs in such litigation from the party against whom enforcement was sought.

5. **Entire Agreement.** This Agreement contains the entire understanding and agreement between the parties hereto with respect to its subject matter and supersedes any prior or contemporaneous written or oral agreements, representations or warranties between them respecting the subject matter hereof.

6. **Amendment.** This Agreement may be amended only by a writing signed by both parties.


7. **Severability.** If any term, provision, covenant or condition of this Agreement, or the application thereof to any person, place or circumstance, shall be held by a court of competent jurisdiction to be invalid, unenforceable or void, the remainder of this Agreement and such term, provision, covenant or condition as applied to other persons, places and circumstances shall remain in full force and effect.

8. **Agreement to Perform Necessary Acts.** Both parties agree to perform any further acts and execute and deliver any documents that may be reasonably necessary to carry out the provisions of this Agreement; to confirm, effect, enable, or evidence the assignment herein and the full enjoyment by Assignee of the rights, title, and interest transferred herein; and to effect recordal of the assignment to and ownership by Assignee of the Trademark; all at the expense of the Assignee.

9. **Governing Law.** This Agreement shall be construed in accordance with, and all actions arising hereunder shall be governed by, the laws of the State of New York.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the dates set forth below.

CB SPORTS, INC.


 David Rosen

President
 Title

Date: 12/23/03


 Signature

DIRECTOR
 Title

Date: 12/31/03

Mydoc/03/gen/cbsports/amendedtrademarkassignmentagreement