

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	NUNC PRO TUNC ASSIGNMENT
EFFECTIVE DATE:	04/07/2004

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
American Sports Products Group, Inc.		05/19/2005	CORPORATION: TEXAS

RECEIVING PARTY DATA

Name:	Textile Management Associates, Inc.
Street Address:	1906 South Hamilton Street
City:	Dalton
State/Country:	GEORGIA
Postal Code:	30720
Entity Type:	CORPORATION: GEORGIA

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Serial Number:	76175743	WHAT THE WORLD PLAYS ON

CORRESPONDENCE DATA

Fax Number: (423)785-8480
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 423-785-8295
 Email: pliner@millermartin.com
 Correspondent Name: Patricia P. Liner
 Address Line 1: Suite 1000 Volunteer Building
 Address Line 2: 832 Georgia Avenue
 Address Line 4: Chattanooga, TENNESSEE 37402

NAME OF SUBMITTER:	Patricia P. Liner
Signature:	/Patricia P. Liner/

CH \$40.00 76175743

Date:

05/23/2005

Total Attachments: 3

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**ASSIGNMENT OF TRADEMARK/SERVICEMARK
NUNC PRO TUNC**

THIS ASSIGNMENT OF TRADEMARK/SERVICEMARK NUNC PRO TUNC (the "Assignment") is made effective as of April 7, 2004, by and between AMERICAN SPORTS PRODUCTS GROUP, INC., a Texas corporation ("Assignor"), on the one hand, and TEXTILE MANAGEMENT ASSOCIATES, INC., a Georgia corporation ("Assignee"), on the other hand.

WHEREAS, Assignee and Southwest Recreational Industries, Inc. ("SRI"), a Texas Corporation and a subsidiary of Assignor, entered into a certain Asset Purchase Agreement dated April 7, 2004, as amended (the "Purchase Agreement"), and an Assignment of Trademarks/Service Marks Nunc Pro Tunc dated April 7, 2004 (the "Assignment of Trademarks Agreement"), and a Corrective Assignment of Trademarks/Service Marks Nunc Pro Tunc Agreement effective as of April 7, 2004 (the "Corrective Assignment of Trademarks Agreement"), pursuant to which Assignee acquired certain intellectual property assets and associated goodwill of SRI, including the WHAT THE WORLD PLAYS ON trademark and trademark application (as set forth in Schedule A);

WHEREAS, Assignor, SRI's parent company, is the owner of record of the WHAT THE WORLD PLAYS ON trademark application in the records of the U.S. Patent and Trademark Office and the goodwill of the business in connection with which the trademark is used as intended to be used and which is associated with and symbolized by the trademark which it desires to assign to Assignee to correct Assignee's chain of title; and

WHEREAS, Assignee desires to accept such assignment of trademark and trademark application.

NOW, THEREFORE, in consideration of one dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged:

1. Assignment. Assignor assigns, transfers and conveys to Assignee, its successors, assigns and legal representatives, all of Assignor's right, title and interest in and to the trademark and trademark application listed on Schedule A, and the goodwill of the business symbolized thereby.

2. Representation. Assignee represents that Assignor is the owner of record of the trademark application listed on the attached Schedule A in the records of the U.S. Patent and Trademark Office and the purpose of this Assignment is to correct Assignee's chain of title. Assignee acknowledges that the Assignor is relying upon this representation in entering into this Assignment and agrees to indemnify and hold the Assignor harmless from and against any and all claims, damages, expenses, costs of litigation and attorneys fees arising from or related to this Assignment.

3. Governing Law. This Assignment shall be governed by and construed in accordance with the laws of the United States of America and of the State of Georgia.

4. Purchase Agreement. Nothing contained in this Assignment shall be deemed to supersede, enlarge or modify any of the obligations, agreements, covenants or warranties of SRI or Assignee contained in the Purchase Agreement, the Assignment of Trademarks Agreement or the Corrective Assignment of Trademarks Agreement, all of which survive the execution and delivery of this Assignment as provided in the Purchase Agreement. In the event of any conflict or inconsistency between the terms of the Purchase Agreement and the terms hereof, the terms of the Purchase Agreement shall govern and control.

5. Successors and Assigns. This Assignment shall inure to the benefit of and be binding on the successors and assigns of both parties.

Executed this 14th day of May, 2005.

AMERICAN SPORTS PRODUCTS GROUP, INC.

By: Ronald J. Glass

Name: Ronald J. Glass

Title: Chapter 11 Trustee

STATE OF Georgia

COUNTY OF Fulton

On this 14 day of May, 2005, before me, a Notary Public in and for the State and County aforesaid, personally appeared _____ known by me to be the person above named and an officer of American Sports Products Group, Inc., duly authorized to execute this Assignment on behalf of American Sports Products Group, Inc., who signed and executed the foregoing instrument on behalf of American Sports Products Group, Inc.

[Signature]
Notary Public
My Commission Expires: 6-27-08

Schedule A

REGISTRATION [SER. NO.]	TRADEMARK	COUNTRY
[76/175,743]	WHAT THE WORLD PLAYS ON	USA

ATLANTA:4733732.1