

## 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
Wave Sports, Inc.		05/16/2005	CORPORATION: COLORADO
RECEIVING PARTY DATA			
Name:	Confluence Holdings Corp.		
Street Address:	3761 Old Glenola Road		
City:	Trinity		
State/Country:	NORTH CAROLINA		
Postal Code:	27370		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2435333	WAVE SPORT	
CORRESPONDENCE DATA			
Fax Number:	(202)942-5999		
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>			
Phone:	703-720-7022		
Email:	trademarkdocketing@aporter.com		
Correspondent Name:	Melissa Cross		
Address Line 1:	555 Twelfth Street, N.W.		
Address Line 2:	IP Docketing		
Address Line 4:	Washington, DISTRICT OF COLUMBIA 20004		
NAME OF SUBMITTER:	Melissa Cross		
Signature:	/melissa cross/		
Date:	05/27/2005		
Total Attachments: 3			

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**TRADEMARK ASSIGNMENT**

THIS ASSIGNMENT is effective May 16, 2005 between Wave Sports, Inc., a Colorado corporation with its principal place of business at 3761 Old Glenola Road Trinity, North Carolina ("Assignor") and Confluence Holdings Corp., a Delaware corporation with its principal place of business at 3761 Old Glenola Road Trinity, North Carolina 27370 ("Confluence" or "Assignee").

WHEREAS, Assignor owns, free and clear of all liens, claims and encumbrances the trademarks and trade name identified on the attached Schedule (the "Marks") and such rights are valid and subsisting;

WHEREAS, Assignee desires to obtain all right, title, and interest in, to and under the Marks and Assignor is willing to assign such rights, together with any associated goodwill;

NOW, THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which the parties hereby acknowledged, Assignor hereby sells, transfers and assigns to Assignee all right, title and interest in, to and under the Marks, together with any associated good will, including the right to recover damages and/or profits that have arisen from infringement of the Marks, with the same to be held by Assignee for its use and enjoyment, and for the use and enjoyment of its successors, assigns and legal representatives.

Assignor hereby authorizes and requests the Commissioner of Patents and Trademarks or other authority responsible for effectuating and/or recording assignments in the country involved, to indicate in its records that Confluence is the assignee of the entire right, title and interest in, to and under the Marks set forth in the attached Schedule.

Assignor agrees to take such further actions and execute such other instruments as Assignee shall reasonably request to give effect to the foregoing assignment or otherwise to evidence and perfect the Assignor's interest in the Marks.

EXECUTION COPY

IN TESTIMONY WHEREOF, Assignor has caused these presents to be signed and its corporate seal hereto affixed as of this 16th day of May, 2005.

**WAVE SPORTS INC.**

By: Miriam Beckman

Name: MIRIAM BECKMAN

Title: CFO

Date: 5/16/05

Sworn to and subscribed before me this  
17 day of May, 2005.

Wanda Tassie Cady  
Notary Public  
My commission expires Feb. 25, 2010

ACKNOWLEDGED, AGREED AND ACCEPTED  
THIS 17 DAY OF MAY, 2005

**TRADEMARK SCHEDULE**

WAVE SPORT, Serial No. 76/019417, Registration No. 2,435,333, Registration Date:  
3/13/2001, United States

WAVE SPORT, Serial No. 1074556, Registration No. TMA587556, Registration Date:  
8/20/2003, Canada

WAVESPORT, Serial No. CA79857600, Registration No. 473460, Registration Date:  
3/24/1997, Canada

WAVE SPORT, Serial No. 2000102000, Registration No. 4465948, Registration Date:  
4/6/2001, Japan