

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
Dynamo Ltd.		06/09/2003	LIMITED PARTNERSHIP: TEXAS
RECEIVING PARTY DATA			
Name:	BBB Acquisition L.P.		
Street Address:	1 N. Field Court		
City:	Lake Forest,		
State/Country:	ILLINOIS		
Postal Code:	60045		
Entity Type:	LIMITED PARTNERSHIP: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	1342887	DYNAMO	
Registration Number:	1342888	DYNAMO	
CORRESPONDENCE DATA			
Fax Number:	(202)906-8669		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	202 906 8638		
Email:	dhuff@dykema.com		
Correspondent Name:	Donald N. Huff		
Address Line 1:	1300 I Street, N.W. , Suite 300 West		
Address Line 4:	Washington, DISTRICT OF COLUMBIA 20005		
NAME OF SUBMITTER:	Donald N. Huff		
Signature:	/Donald N. Huff/		
Date:	06/15/2005		

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Total Attachments: 7

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INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This Agreement is made as of June 9, 2003 by and between Dynamo Ltd. ("Assignor") and BBB Acquisition L.P., a Delaware limited partnership ("Assignee").

WHEREAS, Assignee has acquired certain Assets¹ used in the Business of Valley-Dynamo L.P., a Delaware limited partnership ("VDLP"), pursuant to an Asset Purchase Agreement dated June 9, 2003 ("Asset Purchase Agreement"),

WHEREAS Assignor has licensed certain Intellectual Property to VDLP pursuant to a Trade Name and Intellectual Property License Agreement dated December 30, 1998 ("Dynamo License Agreement") and Assignee has acquired all of VDLP's right, title, and interest in and to the Dynamo License Agreement pursuant to Article VI, Paragraph 6.10 of the Asset Purchase Agreement;

WHEREAS Assignor now desires to assign, and Assignee desires to receive assignment of, the Intellectual Property that is the subject of the Dynamo License Agreement including the patents, patent applications, trademarks, service marks and copyrights and registrations and applications for registration of the trademarks, service marks and copyrights listed on Schedule A attached hereto and Assignor and Assignee desire to terminate the Dynamo License Agreement; and

WHEREAS, Assignor desires to assign, and Assignee desires to receive assignment of, additional Intellectual Property of Assignor related to the Business of Valley-Dynamo L.P. including the patents, patent applications, trademarks, service marks and copyrights and registrations and applications for registration of the trademarks, service marks and copyrights listed on Schedule A (the Intellectual Property subject to the Dynamo License Agreement and the additional Intellectual property of Assignor related to the business of Valley-Dynamo L.P. together comprising the "Dynamo Intellectual Property");

NOW THEREFORE, in consideration of the promises and covenants contained herein and for other good and valuable consideration, the parties agree as follows:

1. ASSIGNMENT OF RIGHTS.

Assignor hereby sells, conveys, transfers, assigns and delivers unto Assignee, its successors and assigns, Assignor's entire right, title, and interest in and to the Dynamo Intellectual Property, including

(a) all patents, including the right to sue for past infringements thereof, and patent applications, the underlying inventions described in the patents and patent applications, the right to file foreign patent applications corresponding to the patent applications, and the right to claim

¹ Capitalized terms used, but not defined herein shall have the meaning set forth in the Asset Purchase Agreement of June 9, 2003 by and among Brunswick Corporation, BBB Acquisition L.P., Valley-Dynamo L.P., Dynamo Ltd., Fenway Holdings, L.L.C., VDG Corp., William G. Rickett and Summit Amusement & Distributing, Ltd.

the priority date of the patent applications and any legal equivalents thereof, and any and all patents in the United States of America and all foreign countries which may be granted therefor and thereon, and to any and all divisions, continuations, and continuations-in-part of the patent applications, or re-issues or extensions of the patents;

(b) all trademarks and service marks together with the goodwill of the business symbolized thereby and the right to bring suit and collect damages for past infringements thereof; and,

(c) all copyrights, including the enumerated rights under Sections 106 and 106A of the U.S. Copyright Act, together with all the rights to sue and recover for any past infringements of the copyrights.

2. FURTHER ASSISTANCE.

Assignor hereby covenants and agrees that the Assignor will at any time upon the request of the Assignee execute and deliver any and all papers and do all lawful acts that may be necessary or desirable to perfect the rights, titles, and interests conveyed to Assignee herein and Assignee's successors and assigns and to permit Assignee and Assignee's successors and assigns to record this Agreement against the Dynamo Intellectual Property with any government office.

Assignor hereby constitutes and appoints Assignee and its successors and assigns as its true and lawful attorneys in fact in connection with the transactions contemplated by this instrument, with full power of substitution to demand and receive, in the name and stead of Assignor but on behalf of and for the benefit of Assignee and its successors and assigns, any and all of the Dynamo Intellectual Property hereby conveyed, assigned, and transferred or intended so to be, and to give receipt and releases for and in respect of the same and any part therefor, and from time to time to institute and prosecute, in the name of Assignor or otherwise, for the benefit of Assignee or its successors and assigns, proceedings at law, in equity, or otherwise, which the Assignee or its successors or assigns deem proper in order to collect or reduce to possession or endorse any of the Dynamo Intellectual Property, and to do all acts and things in relation to the Dynamo Intellectual Property which Assignee or its successors or assigns reasonably deem desirable.

3. TERMINATION OF DYNAMO LICENSE AGREEMENT

Assignor and Assignee hereby terminate the Dynamo License Agreement effective as of June 9, 2003.

4. REPRESENTATIONS AND WARRANTIES

(a) Schedule A sets forth a complete and accurate list of all (1) patents and patent applications, (2) trademark and service mark registrations and applications therefor, (3) domain names, (4) copyright registrations and applications therefore that form part of the Dynamo Intellectual Property, indicating for each, where applicable, (i) the jurisdiction and (ii) the patent, registration, or application number. Schedule A also sets forth a complete and accurate list of all material license agreements granting any right to use or practice any rights under the Dynamo Intellectual Property and any written consent to use, settlement or other agreements relating to

the Dynamo Intellectual Property to which Assignor is a party or otherwise bound (collectively, the "License Agreements").

(b) Assignor has all right, title, and interest in and to the Dynamo Intellectual Property free and clear of any attachments, liens or encumbrances and is listed in the records of the appropriate United States, state or foreign agency as the sole owner of record for each patent, registration, or application listed on Schedule A.

(c) Except as indicated on Schedule A, the Dynamo Intellectual Property is valid and subsisting, in full force and effect, and has not been cancelled, expired, or abandoned. No written or, to Assignor's knowledge, oral claim has been made, asserted, or threatened, or is pending against Assignor based upon, challenging or seeking to deny or restrict the use or exploitation by Assignor of any of the Dynamo Intellectual Property.

(d) To the best of Assignor's knowledge, Assignor has, or has caused to be, made available to Assignee correct, complete, and fully executed copies of all License Agreements identified in Schedule A and any and all ancillary documents pertaining thereto (including, without limitation, all amendments, consents and evidence of commencement dates and expiration dates). Except as set forth on Schedule A, with respect to each of the License Agreements, Assignor represents and warrants that:

(i) the License Agreement, together with any and all ancillary documents pertaining thereto, is legal, valid, binding, and enforceable and in full force and effect and represents the entire agreement with respect to the subject matter of such license agreement;

(ii) the License Agreement, together with any and all ancillary documents pertaining thereto, will continue to be legal, valid, binding, and enforceable and in full force and effect on terms identical to those currently in effect upon consummation of the transactions contemplated by this Agreement, unless otherwise provided in the License Agreement, and the consummation of such transactions will not constitute a breach or default under such License Agreement or otherwise give any party to the License Agreement other than Seller a right to terminate such license, provided that any necessary consents to transfer are obtained;

(iii) Assignor has not received any written or, to Assignor's knowledge, oral notice of termination or cancellation under such License Agreement, nor any notice of a breach or default under such License Agreement which has not been cured and Assignor has not itself sublicensed or granted any of the licensed rights to another party in violation of the License Agreement; and,

(iv) Neither Assignor nor to the best of Assignor's knowledge any other party to such license is in breach or default in any material respect and no event has occurred that, with notice or lapse of time would constitute such a breach or default or permit termination, modification, or acceleration under such License Agreement.

(e) The consummation of the transactions contemplated by this Agreement will not result in the termination or impairment of any of the Dynamo Intellectual Property and will not require the consent of any governmental authority or third party in respect of the Dynamo Intellectual Property, except as set forth on Schedule A. Further all rights of Assignor in each

item of Dynamo Intellectual Property are transferable to Assignee as contemplated by this Agreement.

(f) There are no settlements, forbearances to sue, consents, judgments, or orders or similar obligations which (i) restrict Assignor's rights to use any Dynamo Intellectual Property or (ii) permit third parties to use the Dynamo Intellectual Property. Assignor has not licensed or sublicensed its rights in any Dynamo Intellectual Property other than pursuant to the License Agreements.

(g) To the extent indicated in Schedule A, the Dynamo Intellectual Property has been duly registered in, filed in, or issued by, the offices indicated in Schedule A. In each case where a registration or patent or application for registration or patent listed in Schedule A is held by assignment, the assignment has been duly recorded with the governmental office from which the original registration or patent issued or before which the application for registration or patent is pending.

(h) To the best of Assignor's knowledge, no third party is infringing, misappropriating, diluting, or violating any Dynamo Intellectual Property.

(i) The use or exploitation of the Dynamo Intellectual Property does not conflict with or otherwise infringe or misappropriate the rights or property of any third party in any way that would have a Material Adverse Effect on the Business acquired from VDLP. No written or, to Assignor's knowledge, oral claim has been made, asserted or threatened, or is pending against Assignor alleging that the use or exploitation of the Dynamo Intellectual Property conflicts with or otherwise infringes or misappropriates the rights or property of any third party.

(j) To the best of Assignor's knowledge, all disclosures of confidential Dynamo Intellectual Property to third parties have been made pursuant to non-disclosure agreements that protect the confidentiality of such Intellectual Property and restrict the use of such Intellectual Property to an identified purpose.

5 MISCELLANEOUS PROVISIONS

(a) Governing Law. The provisions of this Agreement and the documents delivered pursuant hereto shall be governed by and construed in accordance with the laws of the State of Delaware (excluding any conflicts-of-law rule or principle that might refer same to the laws of another jurisdiction).

(b) Reformation and Severability. In the event that any provision contained in this Agreement shall be determined to be invalid, illegal or unenforceable in any respect for any reason, the validity, legality and enforceability of any such provision in every other respect and the remaining provisions of this Agreement shall not be in any way impaired.

(c) Exercise of Rights and Remedies. No delay of or omission in the exercise of any right, power or remedy accruing to any party as a result of any breach or default by any other party under this Agreement shall impair any such right, power or remedy, nor shall it be construed as a waiver of or acquiescence in any such breach or default, or of any similar breach

or default occurring later; nor shall any waiver of any single breach or default be deemed a waiver of any other breach or default occurring before or after that waiver.

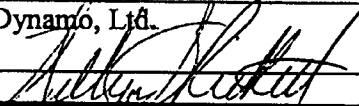
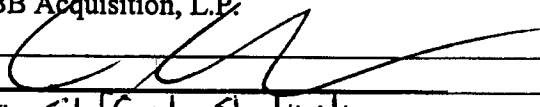
(d) No Third-Party Beneficiaries. This Agreement is not intended to be for the benefit of and shall not be enforceable by any person who or which is not a party hereto (or a permitted assign or successor to such party).

(e) Headings, Exhibits and Schedules. The headings herein are inserted for convenience of reference only and are not intended to be a part of or to affect the meaning or interpretation of this Agreement. The Exhibits and Schedules referred to herein are attached hereto and incorporated herein by this reference.

(f) Assignment. This Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and assigns.

(g) Execution in Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which shall constitute a full and complete Agreement.

(h) No Strict Construction. The language used in this Agreement shall be deemed to be the language chosen by the parties to express their mutual intent and no rule of strict construction shall be applied against any party.

Dynamo, Ltd.	BBB Acquisition, L.P.
	
By: William Rickett	By: Clifford Sladrick
Its: President of the General Partner	Its: VP of Acquirers of the General Partner
Date: June 9, 2003	Date: June 9, 2003

SCHEDULE A

I. Patents and Patent Applications

Country	Title/(Notes)	Patent No.	Issue Date	App. No.	Filing Date
United States	Player for a Soccer Table (Expired)	D290,624	06/30/87	06/608,876	05/10/84

II. Trademarks/Service Marks Registrations and Applications

Country	Mark/(Notes)	Reg. No.	Reg. Date	App. No.	Filing Date
United States	DYNAMO & Design	1,342,887	06/18/85	73/491,012	07/23/84
United States	DYNAMO	1,342,888	06/18/85	73/491,013	07/23/84
China	DYNAMO & Design	686,508	04/21/94	93005799	01/27/93
China	DYNAMO & Design	833,760	04/21/96	93005800	01/27/93
Hong Kong	DYNAMO & Design (Abandoned)	1270/95	12/04/92	18862/92	12/04/92
Hong Kong	DYNAMO & Design (Abandoned)	1271/95	12/04/92	18863/92	12/04/92
Hong Kong	DYNAMO & Design (Abandoned)	8691/95	12/04/92	18864/92	12/04/92
Mexico	DYNAMO & Design	T90186MXO			

III. Unregistered Trademarks/Service Marks

The name "DYNAMO"

IV. Domain Names

dynamo-ltd.com

V. Copyright Registrations and Applications

Country	Title	Reg. No.	Reg. Date
United States	Soccer Player	VA156,708	04/23/84

VI. License Agreement

None

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