

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
EFFECTIVE DATE:	10/19/2004		
<b>CONVEYING PARTY DATA</b>			
Name	Formerly	Execution Date	Entity Type
Huffy Sports Sarl		10/19/2004	Limited Liability Company: SWITZERLAND
<b>RECEIVING PARTY DATA</b>			
Name:	HUF Canada, Inc.		
Street Address:	225 Byers Road		
City:	Miamisburg		
State/Country:	OHIO		
Postal Code:	45342		
Entity Type:	CORPORATION: CANADA		
<b>PROPERTY NUMBERS Total: 2</b>			
Property Type	Number	Word Mark	
Serial Number:	78312641	ZEBRA	
Registration Number:	1893698	855 SILVER SCOT	
<b>CORRESPONDENCE DATA</b>			
Fax Number:	(202)383-7195		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	703.663.3600		
Email:	IPDocketing@howrey.com, lapidusn@howrey.com, leemargaret@howrey.com		
Correspondent Name:	Howrey LLP		
Address Line 1:	2941 Fairview Park Drive		
Address Line 2:	Suite 200		
Address Line 4:	Falls Church, VIRGINIA 22042		
NAME OF SUBMITTER:	Nancy S. Lapidus		

CH \$65.00 78312641

Signature:

/nancy s. lapidus/

Date:

09/27/2005

Total Attachments: 5

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**ASSIGNMENT OF TRADEMARKS**

This **Assignment of Trademarks** (the "Assignment") is made and entered into as of this 19 day of October, 2004, by and between **Huffy Sports Sàrl**, a Swiss société à responsabilité limitée, with a place of business at 225 Byers Road, Miamisburg, Ohio 45342 ("Assignor") and **HUF Canada, Inc.**, a New Brunswick corporation, with a place of business at 225 Byers Road, Miamisburg, Ohio 45342 ("Assignee").

**WHEREAS**, Assignor has adopted, used and is using the trademarks listed on Schedule A hereto, which either have been applied for or are registered in the U.S. Patent and Trademark Office or other Trademark Offices around the world, as is detailed in Schedule A, and owns all right, title and interest to the same, including the goodwill associated therewith (collectively, the "Scheduled Marks");

**WHEREAS**, Assignor may have adopted, used and be using additional trademarks which were inadvertently not listed on Schedule A, which either have been applied for or are registered in the U.S. Patent and Trademark Office or other Trademark Offices around the world, and for which Assignor owns all right, title and interest to the same, including the goodwill associated therewith (collectively with Scheduled Marks, the "Marks");

**WHEREAS**, Assignee desires to acquire all right, title and interest in and to the Marks, including the goodwill associated therewith and any registrations therefor;

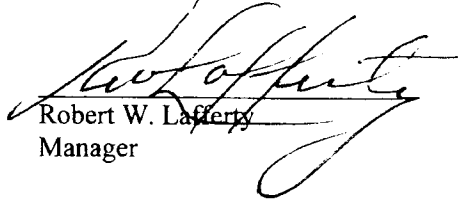
**WHEREAS**, Assignor and Assignee are desirous of making this Assignment a matter of record in the United States Patent and Trademark office or other Trademark Offices around the world;

**NOW THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor hereby sells, assigns, and transfers to Assignee all right, title and interest in and to the Marks, including any applications and registrations therefor, and the goodwill symbolized by and associated with the business conducted under the Marks. This Assignment shall be binding upon Assignor, Assignor's successors and assigns, and upon all others acting by, through, with or under Assignor's direction or control, and all those in privity therewith. Assignor agrees to execute all papers and to perform such other proper acts as Assignee may deem necessary to secure to Assignor or to its designee the rights herein assigned.

IN WITNESS WHEREOF, the Assignor has executed this Assignment and caused the same to be duly delivered on its behalf on the day and year first set forth above.

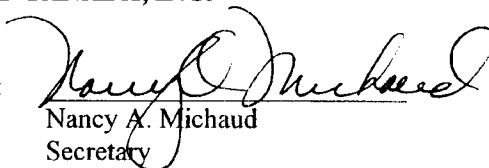
**HUFFY SPORTS SÀRL**

BY:

  
Robert W. Lafferty  
Manager

**HUF CANADA, INC.**

BY:

  
Nancy A. Michaud  
Secretary

Subscribed and Sworn to before me this 19 day of October, 2004.

  
Notary Public

JOYA L. MURR, Notary Public  
In and for the State of Ohio

My Commission Expires: My Commission Expires May 31, 2009

TRADEMARK	COUNTRY	OWNER (REC. OWNER)	GOODS	APPLIC. NUMBER	FILING DATE	REGIST. NUMBER	REGIST. DATE	Status
855 SILVER SCOT & Design	United States	Huffy Sports Sari (Gen-X Sports Sari)	Golf clubs in Class 28.	74/801968	16-Jul-93	1893698	09-May-95	Registered.

(Redacted)

(Redacted)

(Redacted)

ZEBRA and Design (animal depiction)	United States	Huffy Sports Sarl (Gen-X Sports Sarl)	Golf equipment, namely, golf club shafts and heads, golf club grips, and golf club head covers.	78/312641	13-Oct-03	N/A	N/A	Pending.
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(Redacted)

AMENDMENT

This AMENDMENT entered into this 7<sup>th</sup> day of September, 2005, is by and between Huffly Sports Sàrl, a Swiss société à responsabilité limitée, with a place of business at 225 Byers Road, Miamisburg, Ohio 45342 ("Assignor") and HUF Canada, Inc., a New Brunswick corporation, with a place of business at 225 Byers Road, Miamisburg, Ohio 45342 ("Assignee");

WHEREAS, Assignor and Assignee entered into an Agreement dated October 19, 2004 (hereinafter the "Agreement"), a true copy of which is annexed hereto as Appendix A;

WHEREAS, the Agreement provided for the assignment and transfer of Assignor's right, title and interest in and to the trademarks and service marks listed on Schedule A to the Agreement, including any applications and registrations therefor (collectively, the "Marks"), and the goodwill symbolized by and associated with the business conducted under the Marks;

WHEREAS, Assignee is a successor to the entire business of Assignor, and Assignor intended to and did in fact assign and transfer its entire business to Assignee, including the portions of the business to which the Marks pertain, at the same time it assigned all right, title and interest in and to the Marks;

WHEREAS, Assignor and Assignee mutually desire to confirm the actual intent of the parties and the circumstances of the assignment and hereby effectuate such intent and make it of record,

NOW, THEREFORE, in consideration of the premises and the mutual promises and covenants of the parties and for other good and valuable consideration, the receipt and sufficiency of which are hereby mutually acknowledged, Assignor and Assignee hereby agree as follows:

I. Paragraph 6 of the Agreement beginning with "NOW THEREFORE" is hereby deleted in its entirety and replaced with the following (additional language as noted in italics):

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor hereby sells, assigns, and

transfers to Assignee all right, title and interest in and to the Marks, including any applications and registrations therefor and the goodwill symbolized by and associated with the business conducted under the Marks, *and the entire business of Assignor including the portions of the business to which the Marks pertain.* This assignment shall be binding upon Assignor, Assignor's successors and assigns, and upon all others acting by, through, with or under Assignor's direction or control, and all those in privity therewith. Assignor agrees to execute all papers and to perform such other proper acts as Assignee may deem necessary to secure to Assignor or to its designee the rights herein assigned.

II. This Amendment is effective nunc pro tunc as of October 19, 2004.

III. Other than as described herein, all other provisions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, each of the parties hereto has caused this Amendment to be executed by a duly authorized corporate officer as of the date stated in the preamble paragraph of the Amendment.

HUFFY SPORTS SÀRL

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

HUF CANADA, INC.

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_