

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Intensity Athletics Inc.		10/03/2005	CORPORATION: CALIFORNIA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	M. J. Soffe Co.		
<b>Street Address:</b>	2750 Premiere Parkway, Suite 100		
<b>City:</b>	Duluth		
<b>State/Country:</b>	GEORGIA		
<b>Postal Code:</b>	30097		
<b>Entity Type:</b>	CORPORATION: NORTH CAROLINA		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	76622522	IA	
<b>Registration Number:</b>	2233133	INTENSITY ATHLETICS	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(864)235-8900		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	864-242-8223		
<b>Email:</b>	astegall@wyche.com		
<b>Correspondent Name:</b>	Melinda Davis-Lux		
<b>Address Line 1:</b>	44 E. Camperdown Way		
<b>Address Line 4:</b>	Greenville, SOUTH CAROLINA 29601		
<b>ATTORNEY DOCKET NUMBER:</b>	15613.1		
<b>NAME OF SUBMITTER:</b>	Melinda Davis-Lux		
<b>Signature:</b>	/Melinda Davis-Lux/		
<b>Date:</b>	10/06/2005		

OP \$65.00 76622522

**Total Attachments: 3**

source=Trademark Assignment Intensity Athletics#page1.tif

source=Trademark Assignment Intensity Athletics#page2.tif

source=Trademark Assignment Intensity Athletics#page3.tif

## TRADEMARK AND SERVICE MARK ASSIGNMENT

This Trademark and Service Mark Assignment (this "Assignment") is effective as of October 3, 2005, between Intensity Athletics Inc., a California corporation ("Assignor"), and M. J. Soffe Co., a North Carolina corporation ("Assignee").

In consideration of the mutual promises, covenants, and agreements contained in the Asset Purchase Agreement dated as of the date hereof to which Assignor and Assignee are parties, Assignor and Assignee agree as follows:

1. Assignor covenants that it has obtained rights and ownership in and to certain trade names, service marks, and trademarks, which are more particularly listed on Exhibit A attached hereto (collectively, the "Trademarks").
2. Assignor hereby assigns, transfers, and conveys to Assignee, and Assignee hereby accepts, all right, title, and interest in and to the Trademarks, including, without limitation, all goodwill of the business symbolized by the Trademarks. Assignor represents and warrants to Assignee that the Trademarks are transferred free and clear of all liens and encumbrances.
3. Assignor shall take whatever further action is deemed necessary or appropriate by Assignee to effect properly and completely the transfer to Assignee of the Trademarks and to establish full ownership of the Trademarks by Assignee.
4. This Agreement shall be construed in accordance with the laws of the State of North Carolina, without regard to the principles of conflicts of law thereunder.

**INTENSITY ATHLETICS INC.**

**M. J. SOFFE CO.**

By: Timothy R Maloney  
Name: Timothy R Maloney  
Title: President

By: \_\_\_\_\_  
Name: James F. Soffe  
Title: Chief Executive Officer

## TRADEMARK AND SERVICE MARK ASSIGNMENT

This Trademark and Service Mark Assignment (this "Assignment") is effective as of October 3, 2005, between Intensity Athletics Inc., a California corporation ("Assignor"), and M. J. Soffe Co., a North Carolina corporation ("Assignee").

In consideration of the mutual promises, covenants, and agreements contained in the Asset Purchase Agreement dated as of the date hereof to which Assignor and Assignee are parties, Assignor and Assignee agree as follows:

1. Assignor covenants that it has obtained rights and ownership in and to certain trade names, service marks, and trademarks, which are more particularly listed on Exhibit A attached hereto (collectively, the "Trademarks").

2. Assignor hereby assigns, transfers, and conveys to Assignee, and Assignee hereby accepts, all right, title, and interest in and to the Trademarks, including, without limitation, all goodwill of the business symbolized by the Trademarks. Assignor represents and warrants to Assignee that the Trademarks are transferred free and clear of all liens and encumbrances.

3. Assignor shall take whatever further action is deemed necessary or appropriate by Assignee to effect properly and completely the transfer to Assignee of the Trademarks and to establish full ownership of the Trademarks by Assignee.

4. This Agreement shall be construed in accordance with the laws of the State of North Carolina, without regard to the principles of conflicts of law thereunder.

**INTENSITY ATHLETICS INC.**

**M. J. SOFFE CO.**

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

Name:

Title:

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

Name: James E. Soffe

Title: Chief Executive Officer

Exhibit A

<u>Trademark</u>	<u>Serial No./Registration No.</u>	<u>Registration Date</u>
Intensity Athletics	74668176/2233133	March 23, 1999
IA	76622522	