

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

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Huffy Sports Sarl	FORMERLY Gen-X Sports Sarl	10/19/2004	LIMITED LIABILITY COMPANY: SWITZERLAND

RECEIVING PARTY DATA

Name:	HUF Canada, Inc.
Street Address:	225 Byers Road
City:	Miamisburg
State/Country:	OHIO
Postal Code:	45342
Entity Type:	CORPORATION: CANADA

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Serial Number:	78458754	MORPH

CORRESPONDENCE DATA

Fax Number: (202)383-7195
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
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 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

ATTORNEY DOCKET NUMBER:	02719.0127.TMUS00
NAME OF SUBMITTER:	Nancy S. Lapidus

CH \$40.00 78458754

Signature:	/nancy s. lapidus/
Date:	10/12/2005
Total Attachments: 4 source=The_docu#page1.tif source=The_docu#page2.tif source=The_docu#page3.tif source=The_docu#page4.tif	

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 Sarl**, 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;

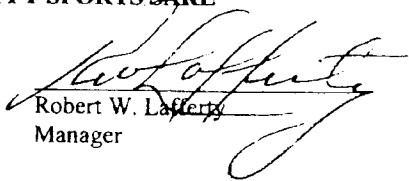
WHEREAS, Assignor and Assignee are desirous of making this Assignment a matter of record in the United States Patent and Trademark office or other Trademark Offices around the world;

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.

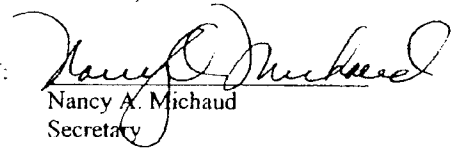
HUFFY SPORTS SARL

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

AMENDMENT

This AMENDMENT entered into this 9th day of September, 2005, is by and between Huffys 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 SARI

By: _____

Name: _____

Title: _____

Date: _____

HUF CANADA, INC.

By: _____

Name: _____

Title: _____

Date: _____

TRADEMARK	COUNTRY	OWNER (REC. OWNER)	GOODS	APPLIC. NUMBER	FILING DATE	REGIST. NUMBER	REGIST. DATE	Status
MORPH	United States	Huffy Sports Sarl	Golf clubs.	78/458754	29-Jul-04	N/A	N/A	Pending.

(Redacted)