

**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>
AMF Billiards & Games, LLC		12/05/2005	LIMITED LIABILITY COMPANY: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Billiards Acquisition, Inc.		
<b>Street Address:</b>	The Anderson Group, Inc.		
<b>Internal Address:</b>	121 West Long Lake Road, 3rd Floor		
<b>City:</b>	Bloomfield Hills		
<b>State/Country:</b>	MICHIGAN		
<b>Postal Code:</b>	48034		
<b>Entity Type:</b>	CORPORATION: MISSOURI		
<b>PROPERTY NUMBERS Total: 3</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	2185698	RENAISSANCE	
Registration Number:	1993923	ADVANTAGE	
Registration Number:	1993922	GRAND PRIX	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(202)659-1559		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	(202) 659 - 6944		
<b>Email:</b>	MBergsman@dickinsonwright.com		
<b>Correspondent Name:</b>	Marc A. Bergsman		
<b>Address Line 1:</b>	Dickinson Wright PLLC		
<b>Address Line 2:</b>	1901 L Street, N.W., Suite 800		
<b>Address Line 4:</b>	Washington, DISTRICT OF COLUMBIA 20036		
<b>ATTORNEY DOCKET NUMBER:</b>	047833-00021		

CH \$90.00 2185698

NAME OF SUBMITTER:	Marc A. Bergsman
Signature:	/Marc A. Bergsman/
Date:	12/08/2005
<b>Total Attachments: 4</b> source=amf trademark assignment#page1.tif source=amf trademark assignment#page2.tif source=amf trademark assignment#page3.tif source=amf trademark assignment#page4.tif	

## TRADEMARK AND DOMAIN NAME ASSIGNMENT

This TRADEMARK AND DOMAIN NAME ASSIGNMENT is made this 5th day of December 2005, by and between AMF Billiards & Games, LLC, a Delaware limited liability company ("**Assignor**"), and Billiards Acquisition, Inc., a Missouri corporation (the "**Assignee**"). Capitalized terms not otherwise defined herein shall have the meanings ascribed to them in the Asset Purchase Agreement ("**Purchase Agreement**") dated as of December 5, 2005 by and between Assignor and Assignee.

### Witnesseth:

WHEREAS, Assignor is the sole owner of the trademarks and domain names listed on Schedule A attached hereto (the "**Transferred Intellectual Property**"), and the goodwill of the businesses in connection with which such trademarks are used; and

WHEREAS, pursuant to the Purchase Agreement, Assignor agreed to transfer to Assignee all of the rights, title, interest and goodwill in and to the Transferred Intellectual Property listed on Schedule A and the Intellectual Property Rights (as defined in the Purchase Agreement) attached hereto;

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, Assignor hereby assigns to Assignee, and Assignee hereby accepts such assignment of, the entire right, title and interest in and to the Transferred Intellectual Property and Intellectual Property Rights and the goodwill associated therewith, to be held and enjoyed by Assignee for its own use and benefit and for the use and benefit of its parent, subsidiaries, affiliates, successors, assigns, licensees, and legal representatives, as such rights would have been held and enjoyed by Assignor had this assignment not been made.

Assignor further agrees to execute and deliver to Assignee such further assignments and related documents, with respect to the Transferred Intellectual Property and Intellectual Property Rights, as Assignee shall reasonably request (all at Assignee's expense).

This Trademark and Domain Name Assignment is binding upon the parties and their respective successors and assignees. This Trademark and Domain Name Assignment shall be governed by and construed in accordance with the laws of the Commonwealth of Virginia, without reference to its conflict of laws provisions.

Notwithstanding any other provisions of this Trademark and Domain Name Assignment to the contrary, nothing contained herein shall in any way supersede, modify, replace, amend, change, rescind, expand, exceed or enlarge or in any way affect the provisions, including the representations, warranties, covenants, agreements, conditions, or in general, any rights and remedies, and any of the obligations of Seller or of Buyer set forth in the Purchase Agreement. In the event of any conflict or inconsistency between the terms of the Purchase Agreement and the terms hereof, the terms of the Purchase Agreement shall govern.



This Assignment may be signed in one or more counterparts, each of which shall be an original and all of which shall be considered one and the same assignment. Signatures by fax shall be deemed originals and shall be binding.

Assignor:

**AMF BILLIARDS & GAMES, LLC**

By: \_\_\_\_\_  
Name:  
Title:

Notarial Certificate

On this \_\_\_ day of December, 2005, before me, the undersigned notary public, personally appeared \_\_\_\_\_ on behalf of Assignor and proved to me to be the person whose name is signed on this document and has the authority of its Board of Managers to act on its behalf, and who swore or affirmed to me that the contents of the document are truthful and accurate to the best of his knowledge and belief.

(Seal)

\_\_\_\_\_  
Notary Public  
My Commission Expires:

Assignee:

**BILLIARDS ACQUISITION, INC.**

By: Walter C. Jones  
Name: Walter C. Jones  
Title: Chief Executive Officer

Notarial Certificate

On this 2nd day of December, 2005, before me, the undersigned notary public, personally appeared Walter C. Jones on behalf of Assignee and proved to me to be the person whose name is signed on this document and has the authority of its Board of Directors to act on its behalf, and who swore or affirmed to me that the contents of the document are truthful and accurate to the best of his knowledge and belief.

(Seal)

Teresa M. Wroblecki  
Notary Public  
My Commission Expires:

TERESA M. WROBLESKI  
Notary Public, Wayne County, Michigan  
Acting in OAKLAND County, Michigan  
My Commission Expires on 08-23-2010

**Schedule A**

Transferred Intellectual Property

Trademark	Country	Status	Quantity	Initial Date	Class
RENAISSANCE	U.S.A.	Registered	2,185,698	09/01/1998	<b>Class 28:</b> pool, billiard and snooker tables
RENAISSANCE	China	Registered	803422	12/27/1995	<b>Class 28:</b> swimming pools, snooker and billiard tables and accessories, game tables
ADVANTAGE	U.S.A.	Registered	1,993,923	08/13/1996	<b>Class 28:</b> pool, billiard and snooker tables
GRAND PRIX	U.S.A.	Registered	1,993,922	08/13/1996	<b>Class 28:</b> pool, billiard and snooker tables
CLAYTON SERIES		Unregistered - common law rights attach			Billiard related products

Domain name and e-commerce site:

- highlandseries.com
- playmastertables.com
- renaissancetables.com