

TRADEMARK ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL
EFFECTIVE DATE:	12/30/2005

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Hunter Manufacturing Group, Inc.		12/30/2005	CORPORATION:

RECEIVING PARTY DATA

Name:	Hunter Mfg., LLP
Street Address:	201 West Loudon Avenue
City:	Lexington
State/Country:	KENTUCKY
Postal Code:	40508
Entity Type:	PARTNERSHIP:

PROPERTY NUMBERS Total: 5

Property Type	Number	Word Mark
Registration Number:	2760742	LANDMARK IMAGES
Registration Number:	2657350	#1 FAN
Registration Number:	2195758	SPORTS CUBES
Registration Number:	2641771	FAN GEAR
Serial Number:	78492920	PET GEAR BY HUNTER.

CORRESPONDENCE DATA

Fax Number: (317)592-4782
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 3172362251
 Email: dustin.dubois@icemiller.com
 Correspondent Name: Dustin S. DuBois
 Address Line 1: Ice Miller LLP
 Address Line 2: One American Square, Suite 3100
 Address Line 4: Indianapolis, INDIANA 46282

CH \$140.00 2760742

ATTORNEY DOCKET NUMBER:	23810.0001
NAME OF SUBMITTER:	Dustin S. DuBois
Signature:	/s/ Dustin S. DuBois
Date:	01/05/2006
Total Attachments: 4 source=Trademark Assignment Agreement - Hunter#page1.tif source=Trademark Assignment Agreement - Hunter#page2.tif source=Trademark Assignment Agreement - Hunter#page3.tif source=Trademark Assignment Agreement - Hunter#page4.tif	

TRADEMARK ASSIGNMENT AGREEMENT

THIS ASSIGNMENT AGREEMENT ("Agreement") is made and entered into as of the 30th day of December, 2005, by and between Hunter Manufacturing Group, Inc. a Kentucky corporation ("Assignor"), and Hunter Mfg., LLP, a Delaware limited liability partnership ("Assignee").

WHEREAS, Assignor and Assignee are parties to that certain Purchase Agreement, dated of even date herewith, by and among Assignor, Hunter Licensed Sports Distributing Ltd, JCS Development Trust, Assignee, and 3112752 Nova Scotia Company;

WHEREAS, Assignor has agreed to assign to Assignee Assignor's right, title and interest under certain trademarks and trade names and Assignee is desirous of acquiring such trademarks and trade names, together with the goodwill symbolized thereby;

NOW, THEREFORE, for other good and valuable consideration associated herewith, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee hereby agree as follows:

Section 1. Assignment of Trademarks. Assignor hereby assigns to Assignee all of Assignors' right, title and interest in, to and under the trademarks listed on Exhibit A attached hereto (the "Assigned Trademarks"), together with the goodwill of the business associated with or symbolized by the Assigned Trademarks, and any and all common law rights, world-wide rights and other applications and registrations for the Assigned Trademarks owned by Assignor, including, but not limited to, the right to sue and collect damages for any past or future infringements of the Assigned Trademarks in the United States and its territorial possessions and in all foreign countries, unions, or regions.

Section 2. Miscellaneous. This Agreement shall be governed, construed, and enforced in accordance with the laws of the State of Delaware, without regard to any state's choice of laws to the contrary. This Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns. This Agreement may be executed in two (2) counterparts, each of which shall be deemed an original and together shall constitute one and the same instrument. Facsimile copies of any signature to this Agreement shall be deemed an original signature hereto.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties have caused this Assignment Agreement to be duly executed as of the date first above written.

"ASSIGNEE"

HUNTER MFG., LLP

By: [Handwritten Signature]

Printed: John T. Fitzgerald
Title: Chairman

"ASSIGNOR"

HUNTER MANUFACTURING GROUP, INC.

By: _____

Printed: Jack C. Smith
Title: President

COMMONWEALTH OF KENTUCKY)
) SS:
COUNTY OF _____)

Before me, a notary public for and in the Commonwealth of Kentucky, County of _____, duly appeared _____ and _____, on _____, _____, who executed and delivered the foregoing instrument in my presence and acknowledged the powers granted thereunder.

Signature

Printed

My Commission Expires:

My County of Residence:

IN WITNESS WHEREOF, the parties have caused this Assignment Agreement to be duly executed as of the date first above written.

"ASSIGNEE"

HUNTER MFG., LLP

By: _____

Printed: John T. Fitzgerald
Title: Chairman

"ASSIGNOR"

HUNTER MANUFACTURING GROUP, INC.

By: Jack C. Smith, President

Printed: Jack C. Smith
Title: President

COMMONWEALTH OF KENTUCKY)
) SS:
COUNTY OF Fayette)

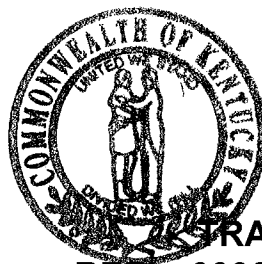
Before me, a notary public for and in the Commonwealth of Kentucky, County of Fayette, duly appeared Jack C. Smith and _____, on December 30, 2005 who executed and delivered the foregoing instrument in my presence and acknowledged the powers granted thereunder.

Jamye M. Shaw
Signature

Jamye M. Shaw
Printed

My Commission Expires:
March 16, 2009

My County of Residence:
Fayette



JAMYE M. SHAW
Notary Public, Kentucky
State At Large
My Commission Expires
March 16, 2009

Schedule A

TRADEMARKS

1. U.S. Trademark Registration No. 2,760,742 (LANDMARK IMAGES)-Registered September 9, 2003
2. U.S. Trademark Registration No. 2,657,350 (#1 FAN)-Registered December 3, 2002
3. U.S. Trademark Registration No. 2,195,758 (SPORTS CUBES)-Registered October 13, 1998
4. U.S. Trademark Registration No. 2,641,771 (FAN GEAR)-Registered October 29, 2002
5. U.S. Trademark App. No. 78/492,920 (PET GEAR BY HUNTER & Design)-Filed October 1, 2004