

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
HRC Properties, Inc.		06/09/2003	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	BBB Acquisition L.P.		
Street Address:	1 N. Field Court		
City:	Lake Forest		
State/Country:	ILLINOIS		
Postal Code:	60045		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	1997175		
Registration Number:	1997176	VALLEY	
Registration Number:	1997177	VALLEY	
CORRESPONDENCE DATA			
Fax Number:	(202)906-8638		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	202 906 8638		
Email:	dhuff@dykema.com		
Correspondent Name:	Donald N. Huff		
Address Line 1:	1300 I Street, N.W., Suite 300 West		
Address Line 4:	Washington, DISTRICT OF COLUMBIA 20005		
ATTORNEY DOCKET NUMBER:	065300-1402, 1407, 1410		
NAME OF SUBMITTER:	Donald N. Huff		
Signature:	/Donald N. Huff/		

CH \$90.00 1997175

Date:

08/25/2006

Total Attachments: 8

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INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This Agreement is made as of June 9, 2003 by and between HRC Properties, Inc., a Delaware corporation ("Assignor") and BBB Acquisition L.P., a Delaware limited partnership ("Assignee").

WHEREAS, Assignee has acquired certain Assets¹ used in the Business of Valley-Dynamo L.P., a Delaware limited partnership ("VDLP"), pursuant to an Asset Purchase Agreement dated June 9, 2003 ("Asset Purchase Agreement"),

WHEREAS Assignor has licensed certain Intellectual Property to VDLP pursuant to a Trade Name and Intellectual Property License Agreement dated December 30, 1998 ("Valley License Agreement") and Assignee has acquired all of VDLP's right, title, and interest in and to the Valley License Agreement pursuant to Article VI, Paragraph 6.10 of the Asset Purchase Agreement;

WHEREAS Assignor now desires to assign, and Assignee desires to receive assignment of, the Intellectual Property that is the subject of the Valley License Agreement including the patents, patent applications, trademarks, service marks and copyrights and registrations and applications for registration of the trademarks, service marks and copyrights listed on Schedule A attached hereto and Assignor and Assignee desire to terminate the Valley License Agreement;

WHEREAS, Assignor desires to assign, and Assignee desires to receive assignment of the Intellectual Property of Assignor listed on Schedule A ("Valley Intellectual Property"); and

WHEREAS, Assignor has licensed certain rights to the Valley Intellectual Property pursuant to the Trademark License Agreement (defined below) and Assignor wishes to assign and Assignee wishes to assume Assignor's rights and obligations thereunder;

NOW THEREFORE, in consideration of the promises and covenants contained herein and for other good and valuable consideration, the parties agree as follows:

1. ASSIGNMENT OF RIGHTS.

Assignor hereby sells, conveys, transfers, assigns and delivers unto Assignee, its successors and assigns, Assignor's entire right, title, and interest in and to the Valley Intellectual Property, including all trademarks and service marks together with the goodwill of the business symbolized thereby and the right to bring suit and collect damages for past infringements thereof.

¹ Capitalized terms used, but not defined herein shall have the meaning set forth in the Asset Purchase Agreement of June 9, 2003 by and among Brunswick Corporation, BBB Acquisition L.P., Valley-Dynamo L.P., Dynamo Ltd., Fenway Holdings, L.L.C., VDG Corp., and William G. Rickett.

2. FURTHER ASSISTANCE.

Assignor hereby covenants and agrees that the Assignor will at any time upon the request of the Assignee execute and deliver any and all papers and do all lawful acts that may be necessary or desirable to perfect the rights, titles, and interests conveyed to Assignee herein and Assignee's successors and assigns and to permit Assignee and Assignee's successors and assigns to record this Agreement against the Valley Intellectual Property with any government office.

Assignor hereby constitutes and appoints Assignee and its successors and assigns as its true and lawful attorneys in fact in connection with the transactions contemplated by this instrument, with full power of substitution to demand and receive, in the name and stead of Assignor but on behalf of and for the benefit of Assignee and its successors and assigns, any and all of the Valley Intellectual Property hereby conveyed, assigned, and transferred or intended so to be, and to give receipt and releases for and in respect of the same and any part therefor, and from time to time to institute and prosecute, in the name of Assignor or otherwise, for the benefit of Assignee or its successors and assigns, proceedings at law, in equity, or otherwise, which the Assignee or its successors or assigns deem proper in order to collect or reduce to possession or endorse any of the Valley Intellectual Property, and to do all acts and things in relation to the Valley Intellectual Property which Assignee or its successors or assigns reasonably deem desirable.

3. TERMINATION OF VALLEY LICENSE AGREEMENT

Assignor and Assignee hereby terminate the Valley License Agreement effective as of June 9, 2003.

4. ASSIGNMENT AND ASSUMPTION OF TRADEMARK LICENSE AGREEMENT

Assignor hereby assigns, sells, conveys, transfers and sets over to Assignee, its successors and assigns all of the right, title and interest of Assignor in, to and under the Trademark License Agreement dated August 3, 1999 by and between Valley Recreation Products, Inc. and Lowen Automaten Gerhard W. Schulze GMBH Agreement (subsequently transferred to Assignor as of June 28, 2002) (the "Trademark License Agreement"). Assignee hereby assumes and agrees to satisfy and perform Assignor's obligations under the Trademark License Agreement. Assignor hereby constitutes and appoints Assignee, its successors and assigns, as the true and lawful agent and attorney-in-fact of Assignor to give receipts and releases for and in respect of the Trademark License Agreement, and any part thereof, and from time to time to institute and prosecute in the name of Assignor or in the name of Assignee, its successors or assigns, as the legal attorney-in-fact of Assignor thereunto duly authorized, for the benefit of Assignee, its successors and assigns, any and all proceedings at law, in equity or otherwise, which Assignee, its successors and assigns, may deem proper for the collection and enforcement of any claim or right of any kind hereby granted, sold, conveyed, transferred or assigned, or intended so to be, and to do all acts and things in relation to the Trademark License Agreement which Assignee, its successors and assigns, shall deem desirable, Assignor hereby declaring that the foregoing powers are coupled with an interest and are irrevocable by Assignor.

5. REPRESENTATIONS AND WARRANTIES

(a) Schedule A sets forth a complete and accurate list of all (1) patents and patent applications, (2) trademark and service mark registrations and applications therefor, (3) domain names, (4) copyright registrations and applications therefore that form part of the Valley Intellectual Property, indicating for each, where applicable, (i) the jurisdiction and (ii) the patent, registration, or application number. Schedule A also sets forth a complete and accurate list of all material license agreements granting any right to use or practice any rights under the Valley Intellectual Property and any written consent to use, settlement or other agreements relating to the Valley Intellectual Property to which Assignor is a party or otherwise bound (collectively, the "License Agreements").

(b) Assignor has all right, title, and interest in and to the Valley Intellectual Property free and clear of any attachments, liens or encumbrances, except the License Agreements, and is listed in the records of the appropriate United States, state or foreign agency as the sole owner of record for each patent, registration, or application listed on Schedule A.

(c) Except as indicated on Schedule A, the Valley Intellectual Property is valid and subsisting, in full force and effect, and has not been cancelled, expired, or abandoned. No written or, to Assignor's knowledge, oral claim has been made, asserted, or threatened, or is pending against Assignor based upon, challenging or seeking to deny or restrict the use or exploitation by Assignor of any of the Valley Intellectual Property.

(d) To the best of Assignor's knowledge, Assignor has, or has caused to be, made available to Assignee correct, complete, and fully executed copies of all License Agreements identified in Schedule A and any and all ancillary documents pertaining thereto (including, without limitation, all amendments, consents and evidence of commencement dates and expiration dates). Except as set forth on Schedule A, with respect to each of the License Agreements, Assignor represents and warrants that:

(i) the License Agreement, together with any and all ancillary documents pertaining thereto, is legal, valid, binding, and enforceable and in full force and effect and represents the entire agreement with respect to the subject matter of such license agreement;

(ii) the License Agreement, together with any and all ancillary documents pertaining thereto, will continue to be legal, valid, binding, and enforceable and in full force and effect on terms identical to those currently in effect upon consummation of the transactions contemplated by this Agreement, unless otherwise provided in the License Agreement, and the consummation of such transactions will not constitute a breach or default under such License Agreement or otherwise give any party to the License Agreement other than Seller a right to terminate such license, provided that any necessary consents to transfer are obtained;

(iii) Assignor has not received any written or, to Assignor's knowledge, oral notice of termination or cancellation under such license agreement, nor any notice of a breach or default under such License Agreement which has not been cured and Assignor has not itself sublicensed or granted any of the licensed rights to another party in violation of the License Agreement; and,

(iv) Neither Assignor nor to the best of Assignor's knowledge any other party to such license is in breach or default in any material respect and no event has occurred that, with notice or lapse of time would constitute such a breach or default or permit termination, modification, or acceleration under such License Agreement.

(e) The consummation of the transactions contemplated by this Agreement will not result in the termination or impairment of any of the Valley Intellectual Property and will not require the consent of any governmental authority or third party in respect of the Valley Intellectual Property, except as set forth on Schedule A. Further all rights of Assignor in each item of Valley Intellectual Property are transferable to Assignee as contemplated by this Agreement.

(f) There are no settlements, forbearances to sue, consents, judgments, or orders or similar obligations which (i) restrict Assignor's rights to use any Valley Intellectual Property or (ii) permit third parties to use the Valley Intellectual Property. Assignor has not licensed or sublicensed its rights in any Valley Intellectual Property other than pursuant to the License Agreements.

(g) To the extent indicated in Schedule A, the Valley Intellectual Property has been duly registered in, filed in, or issued by, the offices indicated in Schedule A. In each case where a registration or patent or application for registration or patent listed in Schedule A is held by assignment, the assignment has been duly recorded with the governmental office from which the original registration or patent issued or before which the application for registration or patent is pending.

(h) To the best of Assignor's knowledge, no third party is infringing, misappropriating, diluting, or violating any Valley Intellectual Property.

(i) The use or exploitation of the Valley Intellectual Property does not conflict with or otherwise infringe or misappropriate the rights or property of any third party in any way that would have a Material Adverse Effect on the Business acquired from VDLP. No written or, to Assignor's knowledge, oral claim has been made, asserted or threatened, or is pending against Assignor alleging that the use or exploitation of the Valley Intellectual Property conflicts with or otherwise infringes or misappropriates the rights or property of any third party.

(j) To the best of Assignor's knowledge, all disclosures of confidential Valley Intellectual Property to third parties have been made pursuant to non-disclosure agreements that protect the confidentiality of such Intellectual Property and restrict the use of such Intellectual Property to an identified purpose.

6. INDEMNIFICATION

Notwithstanding anything to the contrary contained herein, Assignor and Assignee agree that all claims for indemnification brought hereunder shall be subject to the provisions and limitations of Article XI of the Asset Purchase Agreement as though Assignor is the Seller.

7 MISCELLANEOUS PROVISIONS

(a) Governing Law. The provisions of this Agreement and the documents delivered pursuant hereto shall be governed by and construed in accordance with the laws of the State of Delaware (excluding any conflicts-of-law rule or principle that might refer same to the laws of another jurisdiction).

(b) Reformation and Severability. In the event that any provision contained in this Agreement shall be determined to be invalid, illegal or unenforceable in any respect for any reason, the validity, legality and enforceability of any such provision in every other respect and the remaining provisions of this Agreement shall not be in any way impaired.

(c) Exercise of Rights and Remedies. No delay of or omission in the exercise of any right, power or remedy accruing to any party as a result of any breach or default by any other party under this Agreement shall impair any such right, power or remedy, nor shall it be construed as a waiver of or acquiescence in any such breach or default, or of any similar breach or default occurring later; nor shall any waiver of any single breach or default be deemed a waiver of any other breach or default occurring before or after that waiver.

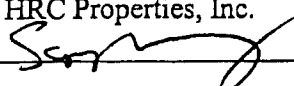
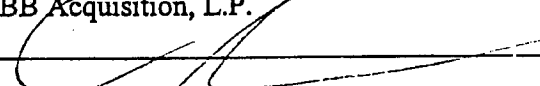
(d) No Third-Party Beneficiaries. This Agreement is not intended to be for the benefit of and shall not be enforceable by any person who or which is not a party hereto (or a permitted assign or successor to such party).

(e) Headings, Exhibits and Schedules. The headings herein are inserted for convenience of reference only and are not intended to be a part of or to affect the meaning or interpretation of this Agreement. The Exhibits and Schedules referred to herein are attached hereto and incorporated herein by this reference.

(f) Assignment. This Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and assigns.

(g) Execution in Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which shall constitute a full and complete Agreement.

(h) No Strict Construction. The language used in this Agreement shall be deemed to be the language chosen by the parties to express their mutual intent and no rule of strict construction shall be applied against any party.

HRC Properties, Inc. 	BBB Acquisition, L.P. 
By: Sanjay Morey	By: Clifford Stadnick
Its: Asst Secretary	Its: VP of Acquisitions of the General Partner
Date: June 9 2003	Date: June 9 2003

SCHEDULE A

I. Patents and Patent Applications

None

II. Trademarks/Service Marks Registrations and Applications

TRADEMARK REGISTRATIONS AND APPLICATIONS

<u>Mark</u>	<u>Jurisdiction/Registration Number</u>
VALLEY (Word) trademark	United States Reg. No. 655,767*
COUGAR HEAD Design trademark	United States Reg. No. 1,997,175*
VALLEY and COUGAR HEAD Design trademark	United States Reg. No. 1,997,176*
VALLEY (Word) trademark	United States Reg. No. 1,997,177*
COUGAR (Word) trademark	United States Reg. No. 2,258,346*
VALLEY and COUGAR HEAD design	United States Reg. No. 1,420,261*
VALLEY (Word) foreign trademark	Argentina Reg. No. 1,467,886*
VALLEY/COUGAR ZD-5 foreign trademark	Argentina Serial No. 1,469,885*
VALLEY (Word) with COUGAR HEAD foreign trademark	Argentina Registration No. 1,469,884*
VALLEY (Word) foreign trademark	Australia Reg. No. A535969*
COUGAR (Word) foreign trademark	Australia Reg. No. A535968*
COUGAR (Word) foreign trademark	Brazil Serial No. 818957271*
VALLEY (Word) with COUGAR HEAD foreign trademark	Brazil Serial No. 818957263*
COUGAR IQ foreign trademark	Canada Reg. No. 505710*
COUGAR HEAD Design foreign trademark	Canada Reg. No. 474867*
VALLEY (Word) foreign trademark	Canada Reg. No. 475556*
COUGAR (Word) foreign trademark	Canada Reg. No. 474669*
VALLEY/COUGAR HEAD Composite with BAR LOGO foreign trademark	Canada Reg. No. 474870*

*Subject to rights granted under the License Agreements.

VALLEY (Word) with COUGAR HEAD foreign trademark	Canada Reg. No. 475073*
VALLEY (Word) foreign trademark	China Reg. No. 665,944*
VALLEY (Word) with COUGAR HEAD foreign trademark	China Reg. No. 665,943*
VALLEY (Word) foreign trademark	ECT designating Serial No. 4317 (Austria, Belgium, Denmark, Finland, France, Germany, Greece, Ireland, Italy, Luxembourg, The Netherlands, Portugal, Spain, Sweden and United Kingdom)*
COUGAR (Word) foreign trademark	ECT designating Serial No. 215,442 (Austria, Belgium, Denmark, Finland, France, Germany, Greece, Ireland, Italy, Luxembourg, The Netherlands, Portugal, Spain, Sweden, and United Kingdom)*
COUGAR (Word) foreign trademark	India App. No. 755125*
VALLEY (Word) foreign trademark	India App. No. 755126*
VALLEY & DESIGN foreign trademark	India App. No. 755124*
VALLEY/COUGAR (word) foreign trademark	Japan App. No. 2002-0218*
COUGAR (Word) foreign trademark	Korea Reg. No. 303176*
VALLEY (Word) with COUGAR HEAD foreign trademark	New Zealand Reg. No. 202,527*
VALLEY (Word) foreign trademark	New Zealand Reg. No. 202526*
VALLEY (Word) foreign trademark	Portugal Reg. No. 270123*
VALLEY (Word) foreign trademark	South Africa Reg. No. 946841*
VALLEY (Word) with COUGAR HEAD foreign trademark	South Africa Reg. No. 94/6839*
VALLEY (Word) with COUGAR HEAD foreign trademark	Spain App. No. 1,564,114*
VALLEY (Word) with COUGAR HEAD foreign trademark	Taiwan Reg. No. 688267*
VALLEY (Word) foreign trademark	Taiwan Reg. No. 688266*
VALLEY (Word) foreign trademark	Uruguay Serial No. 283250*
COUGAR (Word) foreign trademark	Uruguay Serial No. 283249*

VALLEY (Word) with COUGAR HEAD foreign trademark	Uruguay Serial No. 283251*
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ABANDONED TRADEMARK REGISTRATIONS AND APPLICATIONS

<u>Mark</u>	<u>Jurisdiction/Registration Number</u>
COUGAR IQ trademark	United States Reg. No. 1,974,326*
VALLEY (Word) foreign trademark	Brazil Serial No. 818957280*
VALLEY/COUGAR ZD-4 foreign trademark	Japan App. No. 2437552*
VALLEY/COUGAR HEAD Composite with BAR LOGO foreign trademark	Korea App. No. 14850/96*
COUGAR (Word) foreign trademark	South Africa App. No. 946840*
VALLEY/COUGAR ZD-4 foreign trademark	Spain App. No. 1571837*

III. Unregistered Trademarks/Service Marks

The name "VALLEY"

IV. Domain Names

None

V. Copyright Registrations and Applications

None

VI. License Agreements

1. Software License Agreement, as amended, dated August 3, 1999 by and between Valley Recreation Products, Inc. and Lowen Automaten Gerhard W. Schulze GMBH (subsequently assigned to Assignor on June 28, 2002).

2. Trademark License Agreement, dated August 3, 1999 by and between Valley Recreation Products, Inc. and Lowen Automaten Gerhard W. Schulze GMBH (subsequently assigned to Assignor on June 28, 2002).

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