

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
MOTIONWEAR, INC.		06/15/2006	CORPORATION: INDIANA
RECEIVING PARTY DATA			
Name:	Fila Luxembourg S.a.r.L.		
Street Address:	26, Boulevard Royal		
City:	Luxembourg		
State/Country:	LUXEMBOURG		
Postal Code:	L-2449		
Entity Type:	LIMITED LIABILITY COMPANY: LUXEMBOURG		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	2487980	MOTIONWEAR	
Serial Number:	78176061	MOTIONWEAR GYMNASTICS	
CORRESPONDENCE DATA			
Fax Number:	(202)857-6395		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	202-828-3471		
Email:	marames.william@arentfox.com		
Correspondent Name:	William E. Marames		
Address Line 1:	1050 Connecticut Avenue, NW		
Address Line 4:	Washington, DISTRICT OF COLUMBIA 20036-5399		
ATTORNEY DOCKET NUMBER:	028029.02449 -2487980		
DOMESTIC REPRESENTATIVE			
Name:	William E. Marames		
Address Line 1:	1050 Connecticut Avenue, NW		

OP \$65.00 2487980

Address Line 4: Washington, DISTRICT OF COLUMBIA 20036-5399

NAME OF SUBMITTER:

William E. Marames

Signature:

/William E. Marames/

Date:

11/09/2006

Total Attachments: 6

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EXECUTION COPY**Trademark Assignment Agreement**

This Trademark Assignment Agreement ("Assignment"), dated June 15, 2006 is entered into by and between Motionwear Inc. ("Assignor"), an Indiana corporation having its principal place of business at 1315 Sunday Drive, Indianapolis, Indiana and Fila Luxembourg S.a.r.l. ("Assignee"), a Luxembourg entity having its principal place of business at Boulevard Royal, 26, L-2449 Luxembourg, Grand Duche du Luxembourg, each individually referred to as a "Party" and collectively referred to as the "Parties."

WHEREAS, Assignor and Assignee are parties to an Asset Purchase Agreement, dated as of June 12, 2006, by and among the Assignor, the Assignee, Thomas J. Wilson, Robert D. Wilson, Emily S. Wilson, Erin M. Wilson, Andrew T. Wilson and Theresa J. Mason (each a Shareholder), Sport Brands International Acquisition Corporation, a Delaware corporation ("Acquisition Company"), and Sport Brands International Ltd., a Bermuda corporation (solely for the purposes of Section 11.13 thereof) (the "Asset Purchase Agreement").

WHEREAS, pursuant to the Asset Purchase Agreement, Assignor agrees to sell, transfer, convey, and deliver to Acquisition Company, and Acquisition Company agrees to purchase substantially all of the assets of the business of Assignor; provided however, that Assignor agrees to sell, transfer convey and deliver to Assignee the Assigned Marks.

WHEREAS, Assignee is desirous of acquiring the full right, title and interest in, to and under the Assigned Marks and the goodwill accrued in connection and associated therewith.

NOW, THEREFORE, in consideration of the foregoing and the mutual promises, covenants and conditions contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto, intending to be legally bound, hereby agree as follows:

Section 1. Assignment. In connection with the conveyance of those business assets to which the trademarks pertain, Assignor does hereby assign, transfer, convey and set over unto Assignee its full right, title and interest, including common law rights, in the United States of America, in, to and under the registered trademarks listed on Schedule 1 hereto, and related common law trademarks (the "Assigned Marks"), together with the goodwill of the business symbolized by said Assigned Marks, and applications and registrations thereof, any renewal rights therein, that portion of the business which is ongoing and existing to which the trademarks pertain, and the exclusive right to enforce the Assigned Marks in the United States in the sole name of Assignee, its successors and assigns; the aforesaid transferred rights, title and interests to be held and enjoyed by Assignee, its successors, legal representatives and assigns as fully and entirely as the same would have been held and enjoyed by Assignor had this assignment not been made.

Section 2. Covenant by Assignor. Assignor agrees that it will, upon Assignee's reasonable request, execute and deliver all such instruments and other documents as may be necessary or desirable to perfect Assignee's title in, to and under the Assigned Marks.

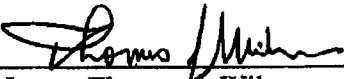
Section 3. Indemnification. Both Parties hereby agree to be bound by the indemnification obligations set forth in Section 9.6 of the Asset Purchase Agreement which are hereby incorporated herein by reference.

Section 4. Counterparts. This Assignment Agreement may be executed in counterparts, each of which shall be deemed to be an original, but all of which together shall constitute a single agreement.

Section 5. Governing Law. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Indiana and the applicable federal laws of the United States of America pursuant to Title 15 of the United States Code.

IN WITNESS WHEREOF, the Parties hereto, intending to be legally bound thereby, have executed this Assignment by their duly respective officers as of the date first written above.

MOTIONWEAR INC.

By: 
Name: Thomas J. Wilson
Title: President

FILA LUXEMBOURG S.A.R.L.

By: Sport Brands International Ltd., as A manager

By: _____
Name:
Title:

By: Laetitia Bragard, as B manager

By: _____

IN WITNESS WHEREOF, the Parties hereto, intending to be legally bound thereby, have executed this Assignment by their duly respective officers as of the date first written above.

MOTIONWEAR, INC.

By: _____
Name:
Title:

FILA LUXEMBOURG S.A.R.L.

By: Sport Brands International Ltd., as A manager

By:  _____
Name:
Title:

By: Laetitia Bragard, as B manager

By: _____

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MOTIONWEAR, INC.

By: _____
Name:
Title:

FILA LUXEMBOURG S.A.R.L.

By: Sport Brands International Ltd., as A manager

By: _____
Name:
Title:

By: Lactitia Bragard, as B manager

By: Lactitia Bragard

Schedule 1**Trademark Applications**

Mark	Country	Class	App. No.	App. Date
Motionwear Gymnastics	USA	IC 025. US 022 039	Serial # 78176061	October 18, 2002

Trademark Registrations

Mark	Country	Class	Reg. No.	Reg. Date
Motionwear	USA	IC 025. US 022 039	2487980	September 11, 2001

Trade Names

Name
UnderWears
ClassWear
GoWear
AnyWears
Be the Bun