

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

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|----------------------------------|--------------------------------------------------------------------------------------|-----------------------|----------------------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| Valley-Dynamo, L.P. | | 06/09/2003 | LIMITED PARTNERSHIP: 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: | LIMITED PARTNERSHIP: DELAWARE | | |
| PROPERTY NUMBERS Total: 1 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 2030130 | | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | (202)906-8669 | | |
| | <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: | Dykema Gossett PLLC | | |
| Address Line 2: | 1300 I Street, N.W., Suite 300 West | | |
| Address Line 4: | Washington, DISTRICT OF COLUMBIA 20005 | | |
| ATTORNEY DOCKET NUMBER: | 065300-1400 | | |
| NAME OF SUBMITTER: | Donald N. Huff | | |
| Signature: | /Donald N. Huff/ | | |

CH \$40.00 2030130

Date:

01/10/2007

Total Attachments: 8

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INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This Agreement is made as of June 9, 2003 by and between Valley-Dynamo, L.P., a Delaware limited partnership ("Assignor") and BBB Acquisition L.P., a Delaware limited partnership ("Assignee").

WHEREAS, Assignor and Assignee are parties to an Asset Purchase Agreement dated June 9, 2003 in which Assignor agrees to sell to Assignee all Intellectual Property¹ owned by Assignor and the rights of Assignor in and to any Intellectual Property licensed by Assignor or otherwise used or proposed for use by Assignor in the operation of the Business, including, without limitation 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 (collectively, "VDLP Intellectual Property")

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 VDLP Intellectual, including

(a) all patents, including the right to sue for past infringements thereof, and patent applications, the underlying inventions described in the patents and patent applications, the right to file foreign patent applications corresponding to the patent applications, and the right to claim the priority date of the patent applications and any legal equivalents thereof, and any and all patents in the United States of America and all foreign countries which may be granted therefor and thereon, and to any and all divisions, continuations, and continuations-in-part of the patent applications, or re-issues or extensions of the patents;

(b) 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; and,

(c) all copyrights, including the enumerated rights under Sections 106 and 106A of the U.S. Copyright Act, together with all the rights to sue and recover for any past infringements of the copyrights.

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., William G. Rickett and Summit Amusement & Distributing, Ltd.

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 VDLP 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 VDLP 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 VDLP Intellectual Property, and to do all acts and things in relation to the VDLP Intellectual Property which Assignee or its successors or assigns reasonably deem desirable.

3 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.

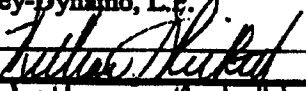
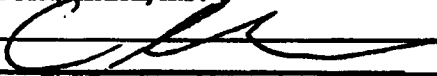
(c) Exercise of Rights and Remedies. No delay of or omission in the exercise of any right, power or remedy accruing to any party as a result of any breach or default by any other party under this Agreement shall impair any such right, power or remedy, nor shall it be construed as a waiver of or acquiescence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

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

(f) **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.

(g) **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.

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|-----------------------------------------------------------------------------------|------------------------------------------------------------------------------------|
| Valley-Dynamo, L.P. | BBB Acquisition, L.P. |
|  |  |
| By: William Rickett | By: Clifford Sladrick |
| Its: Chief Executive Officer | Its: VP of Acquisitions of the General Partner |
| Date: June 9 2003 | Date: June 9 2003 |

SCHEDULE A

I. Patents and Patent Applications

| <u>Country</u> | <u>Patent No.</u> | <u>Issue Date</u> | <u>App. No.</u> | <u>Filing Date</u> | <u>Title/Notes</u> |
|----------------|-------------------|-------------------|-----------------|--------------------|----------------------------------------------------------------------------|
| United States | 4,155,549 | 05/22/1979 | 05/667,102 | 03/15/1976 | Pool Ball Sorting Apparatus Status: Expired |
| United States | 4,382,598 | 05/10/1983 | 06/364,802 | 04/02/1982 | Rod Bearing for Table Soccer or Fussball Game Structure Status: Expired |
| United States | 4,726,586 | 02/23/1988 | 06/699,355 | 02/07/1985 | Pool Ball Return Control Apparatus |
| United States | 4,979,739 | 12/25/1990 | 07/388,768 | 08/01/1989 | Ball Return Control Apparatus Status: Expired |
| United States | 5,058,892 | 10/22/1991 | 07/641,582 | 01/15/1991 | Table Soccer or Fussball Game Playing Ball Status: Expired |
| United States | 5,071,137 | 12/10/1991 | 07/635,875 | 12/27/1990 | Table Soccer Game Bumper Structure |
| United States | 5,072,880 | 12/17/1991 | 07/634,392 | 12/27/1990 | Sectional Rod Bearing for Fussball Game Structure |
| United States | 5,240,250 | 08/31/1993 | 07/715,430 | 06/14/1991 | Game Ball Made by Method Including Molding and Machining Steps |
| United States | 5,333,864 | 08/02/1994 | 07/954,678 | 09/30/1992 | Table Soccer Playing Figure |

| | | | | | |
|---------------|-----------|------------|------------|------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------|
| United States | 5,419,555 | 05/30/1995 | 08/145,407 | 10/29/1993 | Table Soccer Playing Figure and Method of Manufacture |
| United States | 5,496,031 | 03/05/1996 | 08/402,305 | 03/10/1995 | Method of Fabricating a Table Soccer of Fussball Playing Game Ball Status: Expired |
| United States | 5,641,163 | 06/25/1997 | 08/416,160 | 04/04/1995 | Table Soccer Playing Figure |
| United States | | | 07/148,762 | 01/26/1988 | Ball Return Control Apparatus |
| United States | | | 07/626,023 | 12/12/1990 | Table Soccer Playing Figure |
| United States | | | 08/113,421 | 08/27/1993 | Method of Fabricating a Table Soccer of Fussball Playing Game Ball |
| Australia | 585,310 | | 198653282 | 08/14/1986 | Cue-Ball Return Control Status: Abandoned |
| Canada | 1,273,031 | 08/21/1990 | 499,432 | 01/13/1986 | Pool Ball Return Control Apparatus Status: Abandoned |
| Canada | 1,305,504 | 07/21/1992 | 574,327 | 08/10/1988 | Ball Return Control Apparatus Status: Abandoned |
| Europe | 325,687 | 12/27/1991 | 8811688.3 | 07/20/1988 | Ball Return Control Apparatus Designating: Austria, Belgium, France, Germany, Greece, Italy, Liechtenstein, Luxembourg, Netherlands, Spain, Sweden and |

| | | | | | | | | |
|---------------|-----------|------------|------------|------------|--|--|-----------------------------------------------------------------------|----------------------------------------------------------------------------------|
| | | | | | | | Switzerland | German Patent No. 3,867,223 Spanish Patent No. 2,027,734 Status: Abandoned |
| Germany | 36 03 288 | 07/24/1997 | 36 03 288 | 02/04/1986 | | | Pool Ball Return Control Apparatus Status: Abandoned | |
| Great Britain | 2,170,721 | 11/09/1988 | 8602941 | 02/06/1986 | | | Pool Ball Return Control Apparatus Status: Abandoned | |
| Great Britain | 2,214,441 | 05/08/1991 | 8814099.1 | 06/14/1988 | | | Ball Control Apparatus Status: Abandoned | |
| PCT | | | 1991US8251 | 11/08/1991 | | | Table Soccer or Fussball Game Playing Ball Published as WO 9212769 | |
| PCT | | | 1992US9202 | 12/10/1991 | | | Table Soccer Playing Figure Published as WO 9210253 | |

II. Trademarks/Service Marks Registrations and Applications

| Country | Reg. No. | Reg. Date | App. No. | Filing Date | Mark and Notes |
|---------------|----------|------------|------------|-------------|----------------|
| United States | 998,520 | 11/19/1974 | 73/011,251 | 01/17/1974 | TORNADO |

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|---------------|-----------|------------|------------|------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| United States | 1,270,028 | 03/13/1984 | 73/408,013 | 01/03/1983 | TORNADO & Design Goods: Tables and associated apparatus for playing the game of futsal |
| United States | 1,819,277 | 02/01/1994 | 74/238,376 | 01/17/1992 | Goods: Equipment sold as a unit for playing a table soccer game USTSA UNITED STATES TABLE SOCCER ASSOCIATION & Design Goods: Promotion of the sport of table soccer |
| United States | 2,030,130 | 01/14/1997 | 75/051,495 | 01/31/1996 | Miscellaneous Design (Balanced Man) Goods: Table soccer playing figures |
| United States | 2,044,397 | 03/11/1997 | 74/606,308 | 12/02/1994 | THE TWISTER & Design Goods: Equipment sold as a unit for playing a table soccer game |
| Argentina | | | 2062288 | | TORNADO Status: Abandoned |
| Australia | 719396 | 10/10/1996 | | 10/10/1996 | TORNADO Goods: Table soccer games and table hockey games |
| Brazil | | | 819676411 | | TORNADO Status: Abandoned |

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|---------------|---------|------------|----------|------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Europe | | 11/19/1999 | 00365262 | 10/23/1996 | TORNADO Designating: Austria, Belgium, Denmark, Finland, France, Germany, Greece, Ireland, Italy, Luxembourg, The Netherlands, Portugal, Spain, Sweden and the United Kingdom Goods: Tables for indoor football and hockey games |
| Germany | | | 39514885 | | TORNADO & Design |
| Great Britain | 201335A | 07/19/1996 | | 03/08/1995 | TORNADO Goods: Tables for indoor football |
| Great Britain | 201335B | 07/26/1996 | | 03/08/1995 | T TORNADO & Design Goods: Tables for indoor football |
| Hong Kong | | | 9508186 | | TORNADO Status: Abandoned |
| New Zealand | 268115 | 04/09/1997 | | 10/09/1996 | TORNADO Good: Table soccer games and table hockey games |
| South Africa | | | 09615453 | | TORNADO Status: Abandoned |