

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Intellectual Property Assignment

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Copelands' Enterprises, Inc., dba Copeland Sports		11/17/2006	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	TSA Stores, Inc.
Street Address:	1050 W. Hampden Avenue
City:	Englewood
State/Country:	COLORADO
Postal Code:	80110
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 16

Property Type	Number	Word Mark
Serial Number:	78631327	A LITTLE OBSESSION AMONG FRIENDS
Registration Number:	2937540	C THE PRO SHOP @ COPELAND
Registration Number:	2962996	CBS COPELAND BOARD SHOP
Registration Number:	2939441	COPELAND CYCLERY
Registration Number:	2941404	COPELAND FOR HER
Registration Number:	2939442	COPELAND INMOTION
Registration Number:	2939444	COPELAND RIDGE OUTFITTERS
Registration Number:	2956741	COPELAND SPORTS
Registration Number:	2939443	COPELAND STATE C ATHLETIC DEPT.
Registration Number:	1508613	COPELAND'S SPORTS
Registration Number:	2110736	COPELAND'S SPORTS GOLF SUPERSTORE
Registration Number:	2110737	COPELAND'S SPORTS SUPERSTORE
Registration Number:	2947506	SEVEN PERFORMANCE SHOPS IN ONE

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Registration Number:	2308061	SPORTS SUPERSTORE ONLINE
Registration Number:	2835660	SHOPSPORTS.COM
Registration Number:	2365830	SHOPSPORTS

CORRESPONDENCE DATA

Fax Number: (917)777-2517
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 212-735-2517
Email: oepstein@skadden.com
Correspondent Name: Oren Epstein
Address Line 1: 4 Times Square
Address Line 2: 30-112
Address Line 4: New York, NEW YORK 10036

ATTORNEY DOCKET NUMBER:	072160/12
NAME OF SUBMITTER:	Oren Epstein
Signature:	/oe/
Date:	01/11/2007

Total Attachments: 4
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INTELLECTUAL PROPERTY ASSIGNMENT

THIS INTELLECTUAL PROPERTY ASSIGNMENT (this "Assignment") is made as of this 17th day of November, 2006 (the "Effective Date"), by and between Copelands' Enterprises, Inc., dba Copeland Sports, a Delaware corporation having a place of business at 775 Fiero Lane, San Luis Obispo, California 93402 ("Assignor"), and TSA Stores, Inc., a Delaware corporation having a place of business at 1050 W. Hampden Avenue, Englewood, Colorado 80110 ("Assignee").

WHEREAS, Assignor and Assignee, among others, are parties to that certain Asset Purchase and Agency Agreement dated as of November 1, 2006 (the "Agreement"), pursuant to which Assignor agreed to transfer upon Closing (as defined in the Agreement) all of its right, title and interest in and to certain assets of Assignor to Assignee or its affiliate, including but not limited to all intellectual property, including, without limitation, know-how, trademarks, service marks, trade names, designs, logos, art work, copyrights, patents, licenses, developments, research data, designs, technology, test procedures, marketing plans, processes, confidential information and all other intellectual and intangible property rights, inventions (whether of not patentable), discoveries, business methods, and trade secrets of Assignor whatsoever (and applications for, and extensions and reissues of, any of the foregoing and rights therein), including but not limited to the trademark registrations and applications set forth on Exhibit A attached hereto (collectively, the "Intellectual Property"); and

WHEREAS, pursuant to the Agreement, Assignor wishes to sell, assign, transfer, convey and deliver to Assignee, and Assignee wishes to purchase and acquire from Assignor, all of Assignor's right, title and interest in and to the Intellectual Property, together with the goodwill of the business associated therewith and symbolized thereby.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged:

Assignor does hereby assign to Assignee its entire right, title and interest in and to the Intellectual Property, together with the goodwill of the business associated therewith and symbolized thereby to be held and enjoyed by Assignee for its own use and enjoyment, and for the use and enjoyment of its successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this assignment would not have been made, together with all rights to sue, counterclaim, and to collect damages and payments for claims of past, present, and future infringements, unfair competition or misappropriations or other violations thereof, any rights to protection of interest in the Intellectual Property and all income, royalties, damages and payments now or hereafter due or payable with respect thereto, for its own use and benefit and for the use and on behalf of its successors, assigns or other legal representatives.

Assignor authorizes and requests the Commissioner of Patents and Trademarks (and, with respect to any equivalent foreign rights, any other appropriate foreign or international office or registrar) to record Assignee as owner of the Intellectual Property,

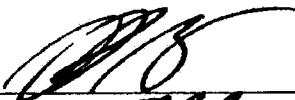
as assignee of the entire right, title and interest in, to and under the same, for the sole use and enjoyment of Assignee, its successors, assigns or other legal representatives.

Assignor shall, from time to time, at the request of Assignee, and without further expense to Assignee, execute and deliver such other instruments of conveyance and transfer (including powers of attorney) as Assignee may reasonably request, in order to more effectively consummate the transactions contemplated hereby and to vest in Assignee good and marketable beneficial and record title to the Intellectual Property, including, but not limited to, executing all documents necessary to record in the name of Assignee the assignment of any of the Intellectual Property with the United States Patent and Trademark Office and, with respect to any equivalent foreign rights, with any other appropriate foreign or international office or registrar.

[Signature Page Follows]

IN WITNESS WHEREOF, Assignor and Assignee have caused this Agreement to be executed and delivered by their duly authorized representatives, all as of the Effective Date.

COPELANDS' ENTERPRISES, INC.

By: 
Name: John P. Brink
Title: President and CEO

STATE OF Delaware)
) SS.
COUNTY OF Newcastle)

On this 17th day of November, 2006, before me personally appeared John P. Brink who, being by me duly sworn, deposes and says that he/she is the President and CEO of Copelands' Enterprises, Inc., the corporation described in and which executed the foregoing assignment; that he/she knows the seal of said corporation, and that the seal affixed thereto is such seal and was affixed by _____, _____ (title) with authority of the Board of Directors; and that he/she signed said instrument on behalf of said corporation by like authority.

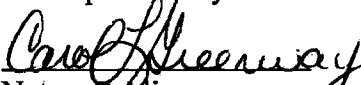

Notary CAROL L. GREENWAY
NOTARY PUBLIC
STATE OF DELAWARE
My Commission Expires June 30, 2007

EXHIBIT A

Trademark Registrations and Applications

Country / State	Mark	(App. No.) / Reg. No.	(App. Date) / Reg. Date	Record Owner
U.S.	A LITTLE OBSESSION AMONG FRIENDS	(78/631,327)	(5/17/2005)	Copeland Enterprises DBA Copeland Sports
U.S.	C THE PRO SHOP @ COPELAND (and Design)	2,937,540	4/5/2005	Copeland Enterprises, Copeland Sports
U.S.	CBS COPELAND BOARD SHOP (and Design)	2,962,996	6/21/2005	Copeland Enterprises, Copeland Sports
U.S.	COPELAND CYCLERY (and Design)	2,939,441	4/12/2005	Copeland Enterprises, Copeland Sports
U.S.	COPELAND FOR HER	2,941,404	4/19/2005	Copeland Enterprises, Copeland Sports
U.S.	COPELAND INMOTION (and Design)	2,939,442	4/12/2005	Copeland Enterprises, Copeland Sports
U.S.	COPELAND RIDGE OUTFITTERS (and Design)	2,939,444	4/12/2005	Copeland Enterprises, Copeland Sports
U.S.	COPELAND SPORTS (and Design)	2,956,741	5/31/2005	Copeland Enterprises, Copeland Sports
U.S.	COPELAND STATE C ATHLETIC DEPT. (and Design)	2,939,443	4/12/2005	Copeland Enterprises, Copeland Sports
U.S.	COPELAND'S SPORTS	1,508,613	10/11/1988	Copelands' Enterprises, Inc., Copeland Sports
U.S.	COPELAND'S SPORTS GOLF SUPERSTORE	2,110,736	11/4/1997	Copelands' Enterprises, Inc., Copeland Sports
U.S.	COPELAND'S SPORTS SUPERSTORE	2,110,737	11/4/1997	Copelands' Enterprises, Inc., Copeland Sports
U.S.	SEVEN PERFORMANCE SHOPS IN ONE	2,947,506	5/10/2005	Copeland Enterprises, Copeland Sports
U.S.	SPORTS SUPERSTORE ONLINE	2,308,061	1/11/2000	Copelands' Enterprises, Inc., Copeland Sports
U.S.	SHOPSPORTS.COM	2,835,660	4/27/2004	Sportshop.com
U.S.	SHOPSPORTS	2,365,830	7/11/2000	Sportshop
Oregon	COPELAND'S SPORTS	T, S22, 435	5/4/1988	Copeland Enterprises DBA Copeland's Sports