

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Viz Reflectives Limited		06/15/2006	CORPORATION: UNITED KINGDOM
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	JJB Sports PLC		
<b>Street Address:</b>	Martland Park, Challenge Way		
<b>Internal Address:</b>	Wigan		
<b>City:</b>	Lancashire		
<b>State/Country:</b>	UNITED KINGDOM		
<b>Postal Code:</b>	WN5 0LD		
<b>Entity Type:</b>	Public Limited Company: UNITED KINGDOM		
<b>PROPERTY NUMBERS Total: 4</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	78459266	VIZ LIFE	
<b>Serial Number:</b>	78440053	VIZWEAR	
<b>Serial Number:</b>	78297122		
<b>Serial Number:</b>	78975724	VIZ KIDS	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(303)473-2720		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	303-473-2865		
<b>Email:</b>	emmaillaro@hollandhart.com		
<b>Correspondent Name:</b>	Ester Martin Maillaro		
<b>Address Line 1:</b>	555 Seventeenth Street, Suite 3200		
<b>Address Line 2:</b>	P.O. Box 8749		
<b>Address Line 4:</b>	Denver, COLORADO 80201		

OP \$115.00 78459266

ATTORNEY DOCKET NUMBER:

54287.0001

DOMESTIC REPRESENTATIVE

Name: Ester Martin Maillaro  
Address Line 1: 555 Seventeenth Street, Suite 3200  
Address Line 2: P.O. Box 8749  
Address Line 4: Denver, COLORADO 80201

NAME OF SUBMITTER:

Ester Martin Maillaro

Signature:

/Ester Martin Maillaro/

Date:

02/05/2007

Total Attachments: 8

source=Assignment Document#page1.tif  
source=Assignment Document#page2.tif  
source=Assignment Document#page3.tif  
source=Assignment Document#page4.tif  
source=Assignment Document#page5.tif  
source=Assignment Document#page6.tif  
source=Assignment Document#page7.tif  
source=Assignment Document#page8.tif

DATED 15<sup>th</sup> June

2006

(1) VIZ REFLECTIVES LIMITED

- and -

(2) JJB SPORTS PLC

ASSIGNMENT OF TRADE  
MARKS

CONTENTS

1. ASSIGNMENT ..... 1

2. WARRANTIES ..... 2

3. FURTHER ASSURANCE & PROCEEDINGS ..... 2

4. GENERAL ..... 3

5. COUNTERPARTS ..... 3

SCHEDULE 1 ..... 5

THIS ASSIGNMENT OF TRADE MARKS is made on

15<sup>th</sup> June 2006

**BETWEEN**

- (1) **VIZ REFLECTIVES LIMITED** (registered in England and Wales with company number 04529596) whose registered office is at Vision House, Marshfield Bank Employment Park, Middlewich Road, Crewe, Cheshire CW2 8UY ("Assignor"); and
- (2) **JJB SPORTS PLC** (registered in England and Wales with company number 01024895) whose registered office is at Martland Park, Challenge Way, Wigan, Lancashire WN5 0LD ("Assignee").

**BACKGROUND**

A The Assignor is the registered proprietor of the registered trade marks (and the applicant in respect of the applications for registrations of certain trade marks) the particulars of which are set out in schedule 1 hereto ("Trade Marks"). B The Assignor has agreed to assign, to the Assignee, the Trade Marks together with the goodwill therein upon the terms and subject to the conditions set out in this assignment.

**OPERATIVE PROVISIONS**

**1. ASSIGNMENT**

- 1.1 In consideration of the sum of £1 now paid by the Assignee to the Assignor (receipt and adequacy of which consideration is hereby acknowledged by the Assignor), the Assignor hereby assigns the following rights:
  - 1.1.1 the Trade Marks with full title guarantee (including the benefit of the applications for registrations with the intention that when such applications are granted, such registrations shall vest in the Assignee);
  - 1.1.2 the full and exclusive benefit of the Trade Marks;
  - 1.1.3 all goodwill in the Trade Marks; and
  - 1.1.4 any common law rights attaching to the Trade Marks including all rights of action in respect of any claim for infringement of the Trade Marks or passing off of any kind by any third parties in relation to the marks comprising the

Trade Marks including the right to claim damages or such other relief as may be available.

to the Assignee absolutely, free from all charges, encumbrances and (except as provided in clause 2.2) other third party interests.

- 1.2 The above assignment is subject to the rights of third parties who have been licensed by the Assignor to use the Trade Marks in connection with the distribution of products which incorporate or are sold by the Assignor under the Trade Marks, details of which are set out in Schedule 2.

## **2. WARRANTIES**

The Assignor represents and warrants that:

- 2.1 it has the full power and authority to enter into this assignment; and
- 2.2 it is the sole legal and beneficial owner and the sole registered owner of the Trade Marks.

## **3. FURTHER ASSURANCE & PROCEEDINGS**

- 3.1 The Assignor hereby covenants with the Assignee that it will as soon as possible after execution of this assignment, at the cost of the Assignee, execute or procure the execution of all documents, forms and authorisations and do all things and will cause all necessary declarations and oaths to be made, including without limitation undertaking such trade mark transfer procedure as is necessary for giving effect to the above assignment .
- 3.2 The Assignor agrees and undertakes to provide the Assignee (at the Assignee's request and sole cost and expense) with such reasonable assistance in relation to any proceedings which may be brought by or against the Assignee against or by any third party in relation to the Trade Marks.

#### 4. GENERAL

- 4.1 This assignment contains all the terms agreed between the parties regarding its subject matter whether oral or in writing. No representation, undertaking or promise shall be taken to have been given or be implied from anything said or written in negotiations between the parties prior to this assignment except as expressly stated in this assignment. No party shall have any remedy in respect of any untrue statement made by the other upon which that party relied in entering into this assignment (unless such untrue statement was made fraudulently) and that party's only remedies shall be for breach of contract as provided in this assignment.
- 4.2 The invalidity or unenforceability of any term or any part of any term of, or any right arising pursuant to, this assignment shall not affect the validity or enforceability of any other terms or rights or the remainder of any such term or right which shall continue in full force and effect except for any such invalid or unenforceable provision or part thereof.
- 4.3 No term of this assignment is enforceable under the Contracts (Rights of Third Parties) Act 1999 or otherwise by a person who is not a party.
- 4.4 This assignment shall be governed by, and construed in accordance with, English law and the English courts shall have exclusive jurisdiction in respect of it.

#### 5. COUNTERPARTS

This assignment may be executed in any number of counterparts and by the parties on separate counterparts (including by way of facsimile) but shall not be effective until each party has signed at least one counterpart. Each of such counterparts (when so executed) will constitute one and the same document.

IN WITNESS of which this assignment has been executed as a deed and delivered the date and year first above written.

EXECUTED (but not delivered until )  
the date hereof) as a deed by Viz )  
Reflectives Limited acting by: )

Director: *N. Roubin*

Director/Secretary: *A. Hochman*

EXECUTED (but not delivered until )  
the date hereof) as a deed by JIB )  
Sports plc acting by: )

Director: *D. Hodel*

Director/Secretary: *Scott Saunders*  
*Associate Director*



**SCHEDULE 1**

<b>Country</b>	<b>Trade Mark</b>	<b>Number</b>	<b>Class(es)</b>	<b>Status</b>
UK	Vizwear (Word)	2322039	09, 24	Registered
UK	Vizlife (Device)	2322376A	09	Registered
UK	Vizkids (Device)	2322376B	09	Registered
UK	Vizaactive (Device)	2322376C	09	Registered
UK	Viz24 (Word)	2352098	09	Registered
UK	Vizrail (Word)	2387317	09	Registered
EU	Vizwear (Word)	3141678	09, 24, 25	Registered
EU	Vizolife (3D)	3175189	09	Registered
EU	Viz 24 (Word)	3883733	09	Pending
USA	Canister (3D)	78297122	09	Pending
USA	Viz Kids (Device)	78334835	25	Pending
USA	Viz Kids (Device)	2946263	09	Registered
USA	Vizlife (Device)	78459266	09	Pending
USA	Vizwear (Word)	78440053	09	Pending
China	Viz Active (Device)	3985578	09	Pending
China	Viz Kids (Device)	3985579	09	Pending
South Africa	Vizwear (Word)	2004106545	09	Pending

## SCHEDULE 2

Distribution agreement between Viz Reflectives Limited and Innovative Products and Services A/S  
dated 9 May 2005

Distribution agreement between Viz Reflectives Limited and Bramhope Investments dated 10  
November 2004