

**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>
DMD Sports, Inc.		04/19/2006	CORPORATION: CALIFORNIA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Pro Performance Sports, LLC		
<b>Street Address:</b>	12310 World Trade Drive, Suite 108		
<b>City:</b>	San Diego		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	92128		
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: CALIFORNIA		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2385035	STAR KICK	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(949)760-9502		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	(949) 760-0404		
<b>Email:</b>	efiling@kmob.com		
<b>Correspondent Name:</b>	Steven J. Nataupsky		
<b>Address Line 1:</b>	2040 Main Street, 14th Floor		
<b>Address Line 4:</b>	Irvine, CALIFORNIA 92614		
<b>ATTORNEY DOCKET NUMBER:</b>	PROPER.001T		
<b>NAME OF SUBMITTER:</b>	Paul N. Conover		
<b>Signature:</b>	/paul n. conover/		
<b>Date:</b>	03/09/2007		

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Total Attachments: 3

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**TRADEMARK ASSIGNMENT**

This Trademark Assignment (hereinafter referred to as "Assignment") is effective as of the 19th day of April, 2006, by and between DMD Sports, Inc., a California corporation having a place of business at 128 Via D'Este, #610, Del Rey, Florida 33445 (hereinafter referred to as "ASSIGNOR"), and Pro Performance Sports, LLC, a California corporation having a place of business at 12310 World Trade Drive, Suite 108, San Diego, California 92128 (hereinafter referred to as "ASSIGNEE").

WHEREAS, ASSIGNOR has adopted, used, is using, and is, to the best of its knowledge and belief, the owner of the trademark listed in Schedule A, attached hereto and incorporated herein by this reference, and all other rights appurtenant thereto, including, but not limited to, all common law rights, trade name rights, causes of action, and the right to recover for past infringement (hereinafter collectively referred to as "Trademark") worldwide;

WHEREAS, ASSIGNOR has acquired goodwill associated with and symbolized by said Trademark and has not abandoned the same;

WHEREAS, ASSIGNOR is the owner of the federal trademark registrations relating to the Trademark listed in Schedule B, attached hereto and incorporated herein by reference (hereinafter collectively referred to as "Registrations");

WHEREAS, ASSIGNEE is desirous of acquiring all rights, title, and interest in and to the Trademark and Registrations worldwide and any other registered or unregistered trademarks owned or used by ASSIGNOR or any of its licensees worldwide; and

WHEREAS, ASSIGNOR is willing to assign to ASSIGNEE all rights, title, and interest as ASSIGNOR may possess in and to the Trademark and Registrations worldwide and any other registered or unregistered trademarks owned or used by ASSIGNOR or any of its licensees worldwide;

NOW, THEREFORE, for good and adequate consideration, the receipt and sufficiency of which is hereby acknowledged, ASSIGNOR hereby assigns and sells to ASSIGNEE all rights, title, and interest as ASSIGNOR may possess in and to the following:

- (1) the Trademark(s) set forth in Schedule A;
- (2) the Registration(s) set forth in Schedule B; and
- (3) any other registered or unregistered trademarks owned or used anywhere in the world by ASSIGNOR or any of its licensees;

together with the goodwill symbolized by said Trademark(s), Registration(s), and other registered or unregistered trademarks owned or used anywhere in the world by ASSIGNOR or any of its licensees concurrent with the transfer of certain tangible assets as indicia of said goodwill.

DMD Sports, Inc.  
a California corporation having a place of business at 128 Via D'Este, #610, Del Rey Florida 33445

By: Mike Rasmovich  
Mike Rasmovich

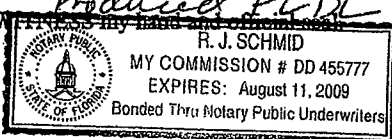
Executed at Del Rey, Florida this 19th day of April, 2006

Pro Performance Sports, LLC  
a Limited Liability Companies having a place of business at 12310 World Trade Drive, Suite 108, San Diego,  
California 92128

By: [Signature]  
Richard LaPointe, Thomas A. Quinn

STATE OF FL  
COUNTY OF Palm Beach ss.

On April 19, 2006, before me, R.J. Schmid personally appeared Mike Rasmovich of DMD Sports, Inc. personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument, and acknowledged to me that HE executed the same in HIS authorized capacity(ies), and that by HIS signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

Produced Pursuant to Protective Order  
[SEAL] 

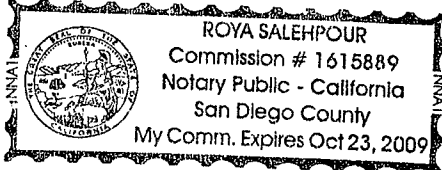
[Signature]  
Signature

STATE OF California  
COUNTY OF San Diego ss.

On 12/11/06, before me, Roya Salehpour personally appeared Thomas A. Quinn of Pro Performance Sports, LLC personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument, and acknowledged to me that He executed the same in HIS authorized capacity(ies), and that by HIS signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.  
[SEAL]

[Signature]  
Signature



SCHEDULES TO TRADEMARK ASSIGNMENT

SCHEDULE A

Mark:



Mark: STAR KICK

SCHEDULE B

Federal Trademark Registration:

<u>MARK</u>	<u>REG. NO.</u>	<u>REG. DATE</u>	<u>INTL. CLASS</u>
STAR KICK AND DESIGN	2385035	9/12/2000	28

Japanese Trademark Registration:

<u>MARK</u>	<u>REG. NO.</u>	<u>REG. DATE</u>	<u>INTL. CLASS</u>
STAR KICK	4404774	8/4/2000	28

2502153  
040506  
3031481  
101806