

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	NUNC PRO TUNC ASSIGNMENT
EFFECTIVE DATE:	01/01/2007

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Christian Brothers Hockey LLC		07/31/2007	LIMITED LIABILITY COMPANY: MINNESOTA

**RECEIVING PARTY DATA**

Name:	Harrow Sports, Inc.
Street Address:	1810 Blake St.
City:	Denver
State/Country:	COLORADO
Postal Code:	80202
Entity Type:	CORPORATION: COLORADO

**PROPERTY NUMBERS Total: 1**

Property Type	Number	Word Mark
Serial Number:	75514348	NORTHLAND

**CORRESPONDENCE DATA**

Fax Number: (734)222-4769  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
 Phone: (734) 222-4776  
 Email: pfalkenstein@jaffelaw.com  
 Correspondent Name: Peter M. Falkenstein  
 Address Line 1: 201 S. Main St.  
 Address Line 2: Suite 300  
 Address Line 4: Ann Arbor, MI, MICHIGAN 48104

NAME OF SUBMITTER:	Peter M. Falkenstein
Signature:	//Peter M. Falkenstein//

Date:

08/02/2007

**Total Attachments: 3**

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## **NUNC PRO TUNC ASSIGNMENT OF TRADEMARKS**

This *Nunc Pro Tunc* Assignment of Trademarks ("Assignment") is effective as of January 1, 2007 ("Effective Date") between **CHRISTIAN BROTHERS HOCKEY, LLC**, a Minnesota limited liability company ("Assignor"), and **HARROW SPORTS, INC.**, a Colorado corporation ("Assignee")

### **Background**

- I As of the Effective Date, Assignor owned the entire right, title, and interest in and to the U S trademark registrations and applications that are listed in Exhibit A annexed hereto (the "Trademarks" and "Pending Applications," respectively), and
- II Assignor, as of the Effective Date, agreed to assign and transfer to Assignee, and did so assign and transfer, all of its rights in the Trademarks and Pending Applications, together with all of the goodwill associated therewith and symbolized thereby; including, but not limited to, all statutory and common-law rights associated with the Trademarks by virtue of their use in commerce, and all rights, statutory or otherwise, currently or prospectively vested in the Trademarks by virtue of the Pending Applications and/or subsequent registration of the Trademarks.

**NOW THEREFORE**, it is acknowledged that, for good and valuable mutual consideration:

- 1 Assignor, as of the Effective Date, has assigned and delivered to Assignee, its successors, and assigns all of its rights in the Trademarks and Pending Applications, and all of the goodwill associated therewith and symbolized thereby, including any and all rights to register and to renew the Trademarks, together with all rights to sue and recover for past infringement thereof, to have and to hold forever for the sole and exclusive use and benefit of Assignee
2. Assignor has, as of the Effective Date, agreed that it will take all actions and execute any and all documents as may be requested by Assignee, at Assignee's expense, from time to time, to fully vest in Assignee all rights, title and interests world-wide in and to the Trademarks and Pending Applications, including the execution of this Assignment. Assignor hereby authorizes and requests the United States Patent and Trademark Office, and the corresponding entities or agencies in any applicable foreign countries, to record Assignee as owner of the Trademarks and Pending Applications
- 3 Assignor represents and warrants that, as of the Effective Date of the Assignment: (a) Assignor was the owner of all right, title and interest in the Trademarks and Pending Applications; (b) the Trademarks were free and clear of all encumbrances, including, without limitation, security interests, licenses, liens, charges or other restrictions; (c) the use, of the Trademarks and marks associated with the Pending Applications did not and will not violate the

trademark rights of any third parties; and (d) Assignor had full power and authority to make and enter into this Assignment. Assignor agrees to defend, indemnify, and hold harmless Assignee, its officers, directors and employees for any claims, demands, suits or proceedings, including without limitation reasonable legal and accounting fees, alleging or resulting from any breach of these warranties.

4 This Assignment and all rights granted herein will inure to the benefit of the heirs, successors, and assigns of Assignee.

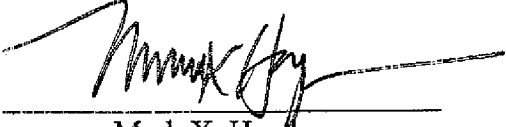
5 This Assignment will be construed and enforced pursuant to the laws of the United States and of the State of Colorado, as applicable.

This Assignment is signed by Assignor and an authorized representative of the Assignee as of the Effective Date.

**ASSIGNOR:**

**CHRISTIAN BROTHERS HOCKEY,  
LLC**

Name: \_\_\_\_\_

  
Mark X. Hayden

Title: Manager

**Accepted by:**

**ASSIGNEE:**

**HARROW SPORTS, INC.**

By: \_\_\_\_\_

  
Mark X. Hayden

Title: President

EXHIBIT A

ASSIGNED U.S. TRADEMARKS

PART I. TRADEMARKS

<u>Registration No.</u>	<u>Description of Trademark</u>	<u>Date of Registration</u>
1076050	CHRISTIAN	October 25, 1977
2141162	CHRISTIAN	March 3, 1998
2273888	CHRISTIAN & DESIGN	August 31, 1999
1201249	DESIGN	July 13, 1982
2441477	DEXTRACUFF	April 3, 2001
1686541	DIAMOND PATTERN DESIGN	May 12, 1992
2596437	DIAMOND PATTERN DESIGN (MEDIUM PATTERN)	July 23, 2002
2596438	DIAMOND PATTERN DESIGN (SMALL PATTERN)	July 23, 2002
2534900	DIAMONDLITE	January 29, 2002
2198502	DURALITE	October 20, 1998
2574419	DURATIP	May 28, 2002
1130920	HOCKEY STICKS MADE BY HOCKEY PLAYERS	February 12, 1980
1693223	MULTI-STRIPE DIAMOND PATTERN DESIGN	June 9, 1992
1186933	PRO-RITE	January 19, 1982
1775954	PUCKMASTER	June 8, 1993
1651971	SLAPSOCK	July 23, 1991
1768307	SPIRAL DESIGN	April 27, 1993
16870	SPIRAL DESIGN	July 23, 2002
1272888	SUPERLITE 5000	April 3, 1984
1206300	TEAM USA	August 24, 1982
2666712	TEAM USA	December 24, 2002

PART II. PENDING APPLICATIONS

<u>Serial No.</u>	<u>Description of Trademark</u>	<u>Date of Filing</u>
75/513797	NORTHLAND	July 6, 1998
75/514348	NORTHLAND	July 6, 1998