

TRADEMARK ASSIGNMENT

Electronic 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
JJB Sports PLC		05/08/2007	COMPANY: UNITED KINGDOM
RECEIVING PARTY DATA			
Name:	Whelco Holdings Limited		
Street Address:	Loire Drive		
Internal Address:	Robin Park, Wigan		
City:	Lancashire		
State/Country:	UNITED KINGDOM		
Postal Code:	WN5 0UH		
Entity Type:	COMPANY: UNITED KINGDOM		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	3190875		
Registration Number:	2946263	VIZ KIDS	
Registration Number:	3089496	VIZ LIFE	
CORRESPONDENCE DATA			
Fax Number:	(303)473-2720		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	303-473-2865		
Email:	docket@hollandhart.com		
Correspondent 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		
ATTORNEY DOCKET NUMBER:	54287.0001		

OP \$90.00 3190875

DOMESTIC REPRESENTATIVE

900084527

**TRADEMARK
 REEL: 003602 FRAME: 0089**

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:	08/15/2007

Total Attachments: 8

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DATED

8th MAY

2007

(1) JJB SPORTS PLC

-and-

(2) WHELCO HOLDINGS LIMITED

ASSIGNMENT OF TRADE MARKS

TRADEMARK

REEL: 003602 FRAME: 0091

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THIS ASSIGNMENT OF TRADE MARKS is made on 8th May 2007

BETWEEN

(1) **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 ("Assignor"); and

(2) **WHELCO HOLDINGS LIMITED** (registered in England and Wales with company number 03033275) whose registered office is at Loire Drive, Robin Park, Wigan, Lancashire WN5 0UH ("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 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; and

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 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.

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 of the Trade Marks.

3. GENERAL

- 3.1. 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 implied from anything said or written in negotiations by 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.
- 3.2. 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 such term or right which shall continue in full force and effect except for any such invalid or unenforceable provision thereof.
- 3.3. 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.

3.4. 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.

4. COUNTERPARTS

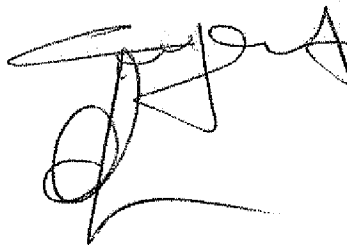
This Assignment may be executed in any number of counterparts and by the parties on the separate counterparts (including by way of facsimile) but shall not be effective until each party has signed at least one counterpart. Each of such counterparts (when so executed) will constitute one and the same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

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

EXECUTED (but not delivered until)
the date hereof) as a deed by)
JJB SPORTS PLC)
acting by:)

Director:

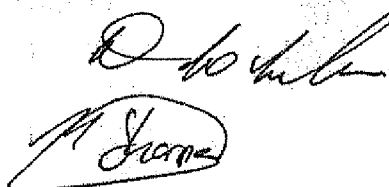
Director/Secretary:



EXECUTED (but not delivered until)
the date hereof) as a deed by)
WHELCO HOLDING LIMITED)
acting by:)

Director:

Director/Secretary:



SCHEDULE I

Country	Trade Mark	Number	Class(es)	Status
China	Viz Active (device)	3985578	09	Registered
China	Viz Kids (device)	3985579	09	Registered
EU	Vizwear (word)	3141678	09, 24, 25	Registered
EU	Vizolife (3D)	3175189	09	Registered
Malaysia	Vizwear [word]	2006/10802	09	Pending
Malaysia	Vizwear [word]	2006/10803	18	Pending
Malaysia	Vizwear [word]	2006/10804	24	Pending
Malaysia	Vizwear [word]	2006/10805	25	Pending
Malaysia	Vizwear [word]	2006/10806	28	Pending
Malaysia	Vizwear [word]	2006/10807	35	Pending
New Zealand	Vizwear [word]	749825	09, 18, 24, 25, 28, 35	Registered
South Africa	Vizwear [word]	2006/14085	09	Pending
South Africa	Vizwear [word]	2006/14086	18	Pending
South Africa	Vizwear [word]	2006/14087	24	Pending
South Africa	Vizwear [word]	2006/14088	25	Pending
South Africa	Vizwear [word]	2006/14089	28	Pending
South Africa	Vizwear [word]	2006/14090	35	Pending
South Africa	Vizwear [word]	2004/106545	09	Pending
UK	Vizwear (word)	2322039	09, 24	Registered
UK	Vizlife (device)	2322376A	09	Registered
UK	Vizkids (device)	2322376B	09	Registered
UK	Vizactive (device)	2322376C	09	Registered
UK	Viz24 (word)	2425309	09, 18, 24,	Pending

Country	Trade Mark	Number	Class(es)	Status
			25, 28	
UK	Viz Kids (logo)	2425314	09, 18, 24, 25, 28	Pending
UK	Vizrail (word)	2425306	09, 18, 24, 25, 28	Pending
UK	Vizwear (word)	2425304	09, 18, 24, 25, 28, 35	Pending
UK	Viz Life (logo)	2425311	09, 18, 24, 25, 28	Pending
UK	Viz Active (logo)	2425313	09, 18, 24, 25, 28	Pending
UK	Viz24 (word)	2352098	09	Registered
UK	Vizrail (word)	2387317	09	Registered
USA	Canister (3D)	78297122	09	Registered
USA	Viz Kids (device)	2946263	09	Registered
USA	Vizlife (device)	78459266	09	Registered
USA	Vizwear (word)	78440053	09	Registered
International Registration designating Australia, China, EU, Japan, Singapore, South Korea	VIZWEAR (word)	923199	09, 18, 24, 25, 28 & 35	