

**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>
Viking Athletics, Ltd.		03/17/2008	CORPORATION: NEW YORK
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Prince Sports, Inc.		
<b>Street Address:</b>	One Advantage Court		
<b>City:</b>	Bordentown		
<b>State/Country:</b>	NEW JERSEY		
<b>Postal Code:</b>	08505		
<b>Entity Type:</b>	CORPORATION: DELAWARE		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	75117871	V	
<b>Serial Number:</b>	75117869	VIKING	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(203)975-7180		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	203-353-6834		
<b>Email:</b>	clondon@eapdlaw.com		
<b>Correspondent Name:</b>	Edwards Angell Palmer & Dodge LLP		
<b>Address Line 1:</b>	301 Tresser Boulevard		
<b>Address Line 2:</b>	Paralegal Christina London		
<b>Address Line 4:</b>	Stamford, CONNECTICUT 06901		
<b>ATTORNEY DOCKET NUMBER:</b>	303240.0003		
<b>NAME OF SUBMITTER:</b>	Christina London		
<b>Signature:</b>	/christina london/		

CH \$65.00 75117871

Date:

03/20/2008

**Total Attachments: 5**

source=Viking Athletics assignment#page1.tif

source=Viking Athletics assignment#page2.tif

source=Viking Athletics assignment#page3.tif

source=Viking Athletics assignment#page4.tif

source=Viking Athletics assignment#page5.tif

## TRADEMARK ASSIGNMENT

This Assignment is made on this 17<sup>th</sup> day of March, 2008 (the "Trademark Assignment") between VIKING ATHLETICS, LTD., a New York domestic business corporation with a principal place of business located at 80 East Montauk Highway, Lindenhurst, NY 11757 ("Assignor"), and PRINCE SPORTS, INC., a Delaware corporation with a principal place of business at One Advantage Court, Bordentown, NJ 08505 ("Assignee").

WHEREAS, Assignor owns the Marks, as identified on Schedule A attached hereto and as defined in the Asset Purchase Agreement, all applications and registrations pertaining thereto and all common law rights associated therewith, together with all goodwill arising from the use of and symbolized by said Marks (the "Trademarks"); and

WHEREAS, by an Asset Purchase Agreement, dated as of the date hereof by and between Assignor and Assignee (the "Asset Purchase Agreement"), Assignor has sold the Assets (as defined in the Asset Purchase Agreement) to Assignee, and in connection therewith, Assignor has agreed to assign and Assignee has agreed to acquire, all Assignor's right, title and interest in and to the Trademarks.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor does hereby assign, sell, transfer and convey to Assignee, its successors and assigns, all of Assignor's right, title, and interest in and to the Trademarks throughout the world, including all applications therefor and all goodwill pertaining thereto, the portion of the business of Assignor to which any intent-to-use application pertains to, and all rights to sue and to collect all damages and payments for claims of past or future infringements or misappropriations thereof.

This Trademark Assignment does not extend upon or limit the rights, obligations, representations, warranties and indemnifications provided in the Asset Purchase Agreement. Notwithstanding anything to the contrary set forth herein, if there is any conflict between the terms and conditions of this Trademark Assignment and the terms and conditions of the Asset Purchase Agreement, the terms and conditions of the Asset Purchase Agreement shall control.

Assignor hereby agrees to execute upon the request of Assignee, at Assignee's expense, such additional documents as are necessary to register and otherwise give full effect to and to perfect the rights of Assignee under this Trademark Assignment in and to the Trademarks, including, without limitation, all documents necessary to record the assignment of the Trademarks with the United States Patent & Trademark Office and, with respect to any equivalent foreign rights, with any other appropriate foreign or international office or registrar, and reasonably assist, at Assignee's expense, in any proceedings relating to Assignee's right, title, interest and benefit in and to the Trademarks.

This Trademark Assignment shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.


This Trademark Assignment shall be governed by, construed and enforced in accordance with the laws of the State of Delaware (without application of principles of conflicts of law).

This Trademark Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

*[Execution Page Follows]*

IN WITNESS WHEREOF, the undersigned have executed this Trademark Assignment on the date first written above.

VIKING ATHLETICS, LTD.  
("Assignor")

By:   
Name: David C. Kjeldsen  
Title:

ACKNOWLEDGED AND ACCEPTED BY:

PRINCE SPORTS, INC.  
("Assignee")

By: \_\_\_\_\_  
Name: George Napier  
Title: Chief Executive Officer

[Signature Page to Trademark Assignment Agreement]

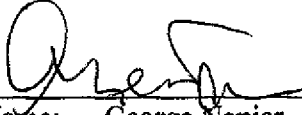
IN WITNESS WHEREOF, the undersigned have executed this Trademark Assignment on the date first written above.

VIKING ATHLETICS, LTD.  
("Assignor")

By: \_\_\_\_\_  
Name: David C. Kjeldsen  
Title:

ACKNOWLEDGED AND ACCEPTED BY:


PRINCE SPORTS, INC.  
("Assignee")

By:  \_\_\_\_\_  
Name: George Napier  
Title: Chief Executive Officer

[Signature Page to Trademark Assignment Agreement]

TRADEMARK  
REEL: 003743 FRAME: 0671

**SCHEDULE A**

U.S. Federal Trademarks:							
Mark	Serial No.	Filed	Reg. No.	Issued	Goods / Services	Owner of Record	Notes/Current Status
	75/117,871	6/12/96	2,055,342	4/22/97	Paddles and balls for use in paddle ball games and bags therefor	Viking Athletics, Ltd.	Registered; Renewal due 4/22/17
VIKING	75/117,869	6/12/96	2,052,797	4/15/97	Paddles and balls for use in paddle ball games and bags therefor	Viking Athletics, Ltd.	Registered; Renewal due 4/15/17