

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Mark, Fore & Strike Holdings, Inc.		04/07/2008	CORPORATION:
RECEIVING PARTY DATA			
Name:	Gordon Brothers Retail Partners, LLC		
Street Address:	101 Huntington Avenue		
Internal Address:	10th floor		
City:	Boston		
State/Country:	MASSACHUSETTS		
Postal Code:	02199		
Entity Type:	CORPORATION:		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Serial Number:	77262555	RUM RUNNER	
Registration Number:	0665772	MARK-FORE AND STRIKE INC.	
Registration Number:	2117698	MARK, FORE & STRIKE	
CORRESPONDENCE DATA			
Fax Number:	(973)295-1292		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	974-443-3572		
Email:	agostinoj@gtlaw.com		
Correspondent Name:	Joseph Agostino- Greenberg Traurig, LLP		
Address Line 1:	200 Park Avenue		
Address Line 4:	Florham Park, NEW JERSEY 07932		
ATTORNEY DOCKET NUMBER:	022705-012700		
NAME OF SUBMITTER:	Joseph Agostino		

CH \$90.00 77262555

Signature:

/Joseph Agostino/

Date:

04/10/2008

Total Attachments: 9

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ASSIGNMENT OF UNITED STATES TRADEMARKS

WHEREAS, MARK, FORE & STRIKE HOLDINGS, INC., a corporation organized and existing under the laws of the State of Florida and having a place of business at 2118 Corporate Drive, Boynton Beach, Florida 33426 (referred to hereinafter as the "ASSIGNOR"), is the sole and exclusive owner of the trademark registrations and application listed in the attached Schedule A (referred to hereinafter as the "Trademark Properties"); and

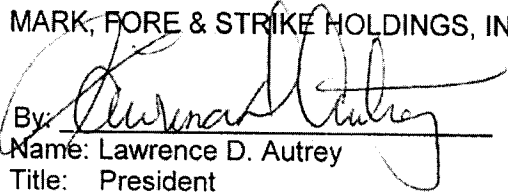
WHEREAS, GORDON BROTHERS RETAIL PARTNERS, LLC, a limited liability company organized and existing under the laws of the State of Delaware and having a place of business at 101 Huntington Avenue, 10th Floor, Boston, Massachusetts 02199 (referred to hereinafter as the "ASSIGNEE"), is desirous of acquiring the entire right, title and interest of the ASSIGNOR in and to said Trademark Properties and the goodwill symbolized thereby.

NOW, THEREFORE, for the consideration set forth in an "Agreed Order Granting Gordon Brothers Retail Partners, LLC's Motion For Expedited Relief From the Automatic Stay Pursuant to 11 U.S.C. §362(d)(1) and Final Order Authorizing Debtor In Possession Financing," dated March 31, 2008 [D.E. # 328] by the United States Bankruptcy Court, Southern District of Florida with respect to a Chapter 11 bankruptcy proceeding, Case No. 07-11164-BKC-PGH, filed by ASSIGNOR as Debtor, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the ASSIGNOR hereby sells, transfers and assigns to the ASSIGNEE, its successors, assigns and legal representatives, subject to any and all related security interests, liens and other encumbrances, whether recorded or not recorded in the United States Patent and Trademark Office, the entire right, title and interest of the ASSIGNOR, in and to said Trademark Properties and the goodwill symbolized thereby, together with all unsatisfied claims for damages by reason of past infringement of said Trademark Properties, with the right to sue for such damages and collect same for its own use and benefit and for the use and benefit of its successors, assigns or other representatives.

This instrument and all of its terms shall insure to the benefit of and shall bind the ASSIGNOR and ASSIGNEE and their respective successors and assigns.

IN WITNESS WHEREOF, the ASSIGNOR has caused this instrument to be executed and delivered by its proper officer thereunto duly authorized.

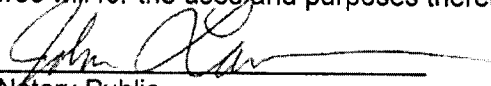
Date: 4/7/08

MARK, FORE & STRIKE HOLDINGS, INC.
By: 
Name: Lawrence D. Autrey
Title: President


State of Florida
County of Palm Beach

On this 7th day of April 2008, before me personally came the above-named Lawrence D. Autrey, who I am satisfied is the person named in the foregoing instrument, who executed the foregoing instrument on behalf of Mark, Fore & Strike

Holdings, Inc., and who acknowledged to me the same was executed by him of his own free will for the uses and purposes therein set forth.




Notary Public

NOTARY PUBLIC-STATE OF FLORIDA
 **John Lawrence**
Commission #DD701382
Expires: AUG. 02, 2011
BONDED THRU ATLANTIC BONDING CO, INC.


SCHEDULE A

TRADEMARK PROPERTIES

Registrations

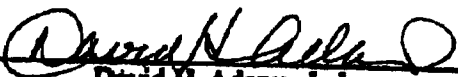
Mark	U.S. Registration Number	U.S. Registration Date
MARK-FORE AND STRIKE INC. & DESIGN 	0,665,772	August 12, 1958
MARK, FORE & STRIKE	2,117,698	December 2, 1997

Pending Applications

Mark	U.S. Application No.	U.S. Filing Date
RUM RUNNER (Stylized) 	77/262,555	August 23, 2007

ORDERED in the Southern District of Florida on MAR 31 2008




David H. Adams, Judge
United States Bankruptcy Court

UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF FLORIDA
(WEST PALM BEACH DIVISION)
www.flsb.uscourts.gov

In re)	Case No. 07-11164-BKG-PGH
MARK, FORE & STRIKE)	
HOLDINGS, INC.,)	Chapter 11
)	
Debtor.)	

AGREED ORDER GRANTING GORDON BROTHERS RETAIL PARTNERS, LLC'S MOTION FOR EXPEDITED RELIEF FROM THE AUTOMATIC STAY PURSUANT TO 11 U.S.C. §362(d)(1) AND FINAL ORDER AUTHORIZING DEBTOR IN POSSESSION FINANCING

THIS MATTER came before the Court for hearing on Monday, March 17, 2008 at 10:30 a.m. (the "Hearing") upon *Gordon Brothers Retail Partners, LLC's* ("Gordon Brothers") *Motion for Expedited Relief from the Automatic Stay Pursuant to 11 U.S.C. §362(d)(1) and Final Order Authorizing Debtor In Possession Financing* [D.E. No. 316] (the "Motion"). Based upon the agreement of the Debtor, the Official Committee of

Unsecured Creditors (the "Committee"), MFS Restructuring Co., LLC ("MFS") and Gordon Brothers as announced on the record at the Hearing, it is

ORDERED as follows:

1. The Motion is granted, such that:

(a) the Debtor shall immediately pay Gordon Brothers the amount of \$21,882.73, comprising the agreed amount of remaining fees and expenses due Gordon Brothers as Consultant, in connection with assisting the Debtor in the GOB Sale, as required by this Court's *Agreed Order (i) Authorizing the Implementation of Debtor's Business Plan by Closing its Remaining Retail Stores, (ii) Permitting the Debtor to Conduct Going-Out-of-Business Sales, (iii) Authorizing the Debtor's Retention of Liquidator, and (iv) Approving Procedures to Reject Unexpired Leases of Non-Residential Real Property* [D.E. No. 302] dated November 27, 2007, *nunc pro tunc*, to October 26, 2007 (the "GOB Sale Order"), and the Agency Agreement approved thereby, and pursuant to which Gordon Brothers has a first priority senior lien on all assets of the Debtor and a superpriority administrative claim senior to all other claims and liens in this case;

(b) The Debtor shall immediately execute and deliver to counsel for Gordon Brothers an Assignment of United States Trademarks to and in favor of Gordon Brothers in the form attached hereto as Exhibit "A" to this Order, thereby assigning and transferring ownership of all of the Debtor's trademarks, as contemplated by the DIP Financing Order.¹ By operation of this Order, ownership of the remaining Intellectual Property Rights of the Debtor shall be deemed forfeited and surrendered to Gordon

¹ Unless otherwise defined herein, all capitalized terms shall have the meanings ascribed to them in the Motion.

Brothers as contemplated by the Credit Agreement and the DIP Financing Order, provided, however, the Debtor shall execute and deliver such additional documentation Gordon Brothers may reasonably require in order to evidence such surrender and transfer of ownership; and

(c) All remaining proceeds from the GOB Sale (approximately \$115,000) shall be paid by wire transfer to Gordon Brothers subsequent to the Debtor obtaining Court approval of the structured dismissal of this case, on the basis announced on the record at the Hearing, after payment of \$57,000 to MFS as the agreed remaining amount due in connection with its senior, first lien and secured claim pursuant to the Court's *Agreed Order Resolving and Settling Secured Creditor's Motion to Compel Payment of Remaining Balance of Secured Claim*, dated February 25, 2008 [D.E. 302], and the following payments agreed to and permitted by Gordon Brothers from its cash collateral in connection with its junior priority lien and secured claim pursuant to the DIP Financing Order:

(i) \$75,000 due to Debtor's counsel as the amount of the Carve-Out allowed by the DIP Financing Order;

(ii) \$50,000 due to the Committee for the benefit of the general unsecured creditors, comprising the Guaranteed Return allowed and provided for by the GOB Sale Order; and

(iii) Any amounts due the Office of the United States Trustee in this case, through the date of dismissal, as provided by the DIP Financing Order.

2. In the event the structured dismissal of this case as contemplated above and announced on the record at the Hearing is not approved and/or does not become final,

this Agreed Order shall be without prejudice to the rights of Gordon Brothers to have the balance of the Motion rescheduled for stay relief hearing to address the distribution of the remaining amounts due it from the proceeds of the GOB Sale, provided, however, Paragraph 1(a) and (b) of this Order shall be effective immediately and remain undisturbed by any subsequent determinations with respect to the final disbursement of the GOB Sale proceeds.

3. The Court shall retain jurisdiction to implement and enforce this Agreed Order until it has been fully performed and all payments contemplated herein are made to the appropriate parties, without regard to whether the case has been previously dismissed.

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Submitted by:

Brian K. Gart, Esq.
Greenberg Traurig, P.A.
401 East Las Olas Blvd.
Suite 2000
Fort Lauderdale, FL 33301
Tel: 954-765-0500
Fax: 954-765-1477
E-mail: gartb@gtlaw.com

(Attorney Gart is shall serve a conformed copy of this Order upon all interested parties and file a certificate of service with the Court)

NJ 226,376,979v1 3/20/2008

ASSIGNMENT OF UNITED STATES TRADEMARKS

WHEREAS, MARK, FORE & STRIKE HOLDINGS, INC., a corporation organized and existing under the laws of the State of Florida and having a place of business at 2118 Corporate Drive, Boynton Beach, Florida 33426 (referred to hereinafter as the "ASSIGNOR"), is the sole and exclusive owner of the trademark registrations and application listed in the attached Schedule A (referred to hereinafter as the "Trademark Properties"); and

WHEREAS, GORDON BROTHERS RETAIL PARTNERS, LLC, a limited liability company organized and existing under the laws of the State of Delaware and having a place of business at 101 Huntington Avenue, 10th Floor, Boston, MA 02199 (referred to hereinafter as the "ASSIGNEE"), is desirous of acquiring the entire right, title and interest of the ASSIGNOR in and to said Trademark Properties and the goodwill symbolized thereby.

NOW, THEREFORE, for the consideration set forth in an "Agreed Order Granting Gordon Brothers Retail Partners, LLC's Motion For Expedited Relief From The Automatic Stay Pursuant to 11U.S.C Section 362(d) (1) And Final Order Authorizing Debtor In Possession Financing," dated March __, 2008 [D.E. # __] by the United States Bankruptcy Court, Southern District of Florida with respect to a Chapter 11 bankruptcy proceeding, Case No. 07-11164-BKC-PGH, filed by ASSIGNOR as Debtor, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the ASSIGNOR hereby sells, transfers and assigns to the ASSIGNEE, its successors, assigns and legal representatives, subject to any and all related security interests, liens and other encumbrances, whether recorded or not recorded in the United States Patent and Trademark Office, the entire right, title and interest of the ASSIGNOR, in and to said Trademark Properties and the goodwill symbolized thereby, together with all unsatisfied claims for damages by reason of past infringement of said Trademark Properties, with the right to sue for such damages and collect same for its own use and benefit and for the use and benefit of its successors, assigns or other representatives.

This instrument and all of its terms shall insure to the benefit of and shall bind the ASSIGNOR and ASSIGNEE and their respective successors and assigns.

IN WITNESS WHEREOF, the ASSIGNOR has caused this instrument to be executed and delivered by its proper officer thereunto duly authorized.

MARK, FORE & STRIKE HOLDINGS, INC.

Date: _____

By: _____
Name: Lawrence D. Autrey
Title: President

State of Florida
County of Palm Beach

On this ____ day of March 2008, before me personally came the above-named _____, who I am satisfied is the person named in the foregoing instrument, who executed the foregoing instrument on behalf of Mark, Fore & Strike Holdings, Inc., and who acknowledged to me the same was executed by him of his own free will for the uses and purposes therein set forth.


Notary Public
NJ 226,375,624v2 3/24/2008




SCHEDULE A

TRADEMARK PROPERTIES

Registrations

Mark	U.S. Registration Number	U.S. Registration Date
MARK-FORE AND STRIKE INC. & DESIGN 	0,665,772	August 12, 1958
MARK, FORE & STRIKE	2,117,698	December 2, 1997

Pending Applications

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RUM RUNNER (Stylized) 	77/262,555	August 23, 2007

NJ 226,375,624v2 3/24/2008