# 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	
NIKE, INC.		04/16/2008	CORPORATION: OREGON

#### **RECEIVING PARTY DATA**

Name:	NIKE BAUER HOCKEY U.S.A., INC.		
Street Address:	150 OCEAN ROAD		
City:	GREENLAND		
State/Country:	NEW HAMPSHIRE		
Postal Code:	03840		
Entity Type:	CORPORATION: VERMONT		

#### PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Serial Number:	73721018	HOCKEY LOCKER

## **CORRESPONDENCE DATA**

900106369

Fax Number: (312)577-4688

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

(312)577-8416 Phone:

Email: carole.dobbins@kattenlaw.com Correspondent Name: Carole Dobbins c/o Katten Muchin

525 W. Monroe St. Address Line 1:

Address Line 4: Chicago, ILLINOIS 60661

ATTORNEY DOCKET NUMBER:	207170-00286
NAME OF SUBMITTER:	Carole Dobbins
Signature:	/Carole Dobbins/
Date:	05/13/2008

**TRADEMARK** 

**REEL: 003776 FRAME: 0250** 

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## TRADEMARK ASSIGNMENT

This Trademark Assignment (this "Assignment") is made this <u>lbth</u> day of April, 2008, by NIKE, Inc., a company organized under the laws of Oregon having offices at One Bowerman Drive, Beaverton, Oregon 97005 ("Assignor"), in favor of NIKE Bauer Hockey U.S.A., Inc., a Vermont corporation, having a place of business at 150 Ocean Road, Greenland, NH 03840 ("Assignee"). Capitalized terms used but not defined herein have the meanings assigned to them in that certain Canadian Stock Purchase Agreement by and between NIKE Bauer Holding B.V., NIKE, Inc. and KBAU Acquisition Canada, Inc., dated as of February 20, 2008 (the "Canada Stock Purchase Agreement"), and that certain Stock Purchase Agreement by and between NIKE, Inc. and KBAU Holdings US, Inc., dated as of February 20, 2008 (the "USA Stock Purchase Agreement" and together with the Canada Stock Purchase Agreement, the "Purchase Agreements").

WHEREAS, Assignor is the owner of all right, title and interest in and to the trademark applications and trademarks listed on Exhibit A attached hereto (the "Trademarks").

WHEREAS, pursuant to the Purchase Agreements, Assignor has agreed to sell, convey, assign and transfer to Assignee all of its right, title and interest in and to the Trademarks;

WHEREAS, Assignee desires to acquire all right, title and interest Assignor may have in and to the Trademarks; and

WHEREAS, the parties wish to execute this Assignment for purposes of transferring the Trademarks pursuant to the Purchase Agreements and to allow Assignee to file this Assignment with the United States Patent and Trademark Office and all applicable foreign intellectual property offices, as may be necessary to effectuate the assignment and transfer of the Trademarks from Assignor to Assignee.

NOW, THEREFORE, for valuable consideration, receipt of which is hereby acknowledged, Assignor agrees as follows:

- 1. Assignor hereby assigns, transfers, conveys and delivers to Assignee all of its right, title and interest in and to (a) each of the Trademarks, (b) the goodwill of the business symbolized by and associated with the Trademarks, (c) all applications and registrations for the Trademarks throughout the world and (d) all rights to proceeds of the foregoing, including, without limitation, any claim by Assignor against third parties for past, present or future infringement of the Trademarks, except to the extent the foregoing constitutes Excluded Assets under the Purchase Agreements.
- 2. Assignor hereby acknowledges and agrees that from and after the date hereof, Assignee shall be the exclusive owner of all of Assignor's right, title and interest in and to the Trademarks.
- 3. As further set forth in the Purchase Agreements and the IP Assignment and License Agreement, at Assignee's reasonable request, Assignor shall, and shall cause its Affiliates, as necessary, to, take all further actions and execute any additional agreements and

instruments as may be necessary to effect the assignment contemplated hereby and to perfect Assignee's title in and to the Trademarks.

4. This Assignment is subject to all the terms and conditions of the Purchase Agreements and the IP Assignment and License Agreement. The parties intend that this Assignment is for recordation purposes only and shall not modify the applicable terms and conditions of the Purchase Agreements or the IP Assignment and License Agreement, which govern the parties' rights and interests in the Trademarks. Without limiting the foregoing in this Section 4, this Assignment does not expand, modify or limit any representations or warranties in the Purchase Agreements.

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IN WITNESS WHEREOF, Assignor has caused this Assignment to be duly authorized and executed as of the date hereof.

NIKE, Inc.

Name: John F. Coburn III

Title: Secretary

STATE OF OREGON	( )
	)ss.
COUNTY OF WASHINGTON	)

This instrument was acknowledged before me on April 16, 2008 by John F. Coburn III, Secretary of NIKE, Inc. on behalf of whom this instrument was executed.



Notary Public for the State of Oregon
My Commission expires: 1/27/20/2

TRADEMARK ASSIGNMENT SIGNATURE PAGE Exhibit A-1

# **EXHIBIT A**

# **TRADEMARKS**

Business Mark	Country	Filing Date	Appl. No.	Reg. Date	Reg. No.
ASIICA	United States	5/9/1996	75/101855	Control Control Control	
BAUER	United States	9/10/1996	75/161833	8/19/2003	2751539
	United States	5/9/1996	75/101852	8/14/2001	2476882
TUIK	United States	1/23/1987	73/641056	12/1/1987	1467513
හි	United States	1/29/1988	73/709140	9/27/1988	1506104
3030	United States	1/21/1998	75/421019	2/9/1999	2222797
BAUER	United States	11/28/1995	75/028808	8/11/1998	2179817
BAUER	United States	8/22/1975	73/061162	10/19/1976	1050773
COOPER	United States	8/20/1976	73/097210	11/16/1982	1216442
COOPER	United States	6/8/2004	78/431396		
DURA SOFT	United States	4/7/1988	73721008	1/17/1989	1521091
FASTEEL	United States	2/3/1987	73642799	6/20/1989	1544576
HEADSMART	United States	7/29/2005	78/681823		
HOCKEY LOCKER	United States	4/7/1988	73721018	3/13/1990	1586763
HOCKEY SKATE DESIGN -	<u> </u>				
VERSION 1					
	United States	11/16/1999	75/849053	6/4/2002	2576799
HOCKEY SKATE DESIGN - VERSION 2					
	United States	11/16/1999	75/849052	6/4/2002	2576798
HOCKEY STICK BLADE DESIGN					
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3	United States	9/21/1999	75/804206	7/9/2002	2593134
ICM	United States	1/29/1988	709139	5/16/1989	1539428
IMPACT	United States	12/20/1996	75/216268	10/21/2003	2775902
MEGA	United States	3/10/1988	73/715958	7/11/1989	1547384
MICRON	United States	4/7/1987	653809	7/19/1988	1496830

TRADEMARK ASSIGNMENT EXHIBIT A

Business Mark	Country	Filing Date	Appl. No.	Reg. Date	Reg. No.
N-DORFIN	United States	7/3/2000	76082950	6/15/2004	2852310
REACTOR	United States	1/13/1994	74/479168	2/27/2001	2431885
SKATE BLADE DESIGN	United States	11/12/1986	630022	3/8/1988	1480284
SKATES EYESTAY  DESIGN	United States	11/26/1985	73570514	9/1/1987	1455471
STREETS	United States	4/7/1988	720982	9/19/1989	1557430
STYLE & INSTINCT	United States	12/20/1996	75216262	10/30/2001	2501163
SUPREME	United States	5/9/1996	75/101853	8/1/2000	2373125
TNP & DESIGN	United States	2/17/2000	75922866	9/11/2001	2487062
TUUK	United States	12/1/2004	78/525306	7/4/2006	3111321
TUUK HOCKEY SKATE BLADE DESIGN (HONEYCOMB DESIGN)	United States	12/17/1999	75/873510	2/13/2007	3207025
TUUK SKATE BLADE DESIGN (WITHOUT HONEYCOMB)	United States	12/28/1999	75/881485	3/26/2002	2551672
TUUK-T-LOCK	United States	7/3/2001	76/279994	6/15/2004	2852388
VELOCITY	United States	12/7/1995	75/029489	2/27/2001	2430589

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**RECORDED: 05/13/2008** 

TRADEMARK ASSIGNMENT EXHIBIT A