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
4004 INCORPORATED		07/09/2008	CORPORATION: PENNSYLVANIA

RECEIVING PARTY DATA

Name:	Starbury Corporation	
Also Known As:	AKA Starbury, Inc.	
Street Address:	c/o CAA Management II, LLC, PO Box 110127	
City:	Research Triangle Park	
State/Country:	NORTH CAROLINA	
Postal Code:	27709	
Entity Type:	CORPORATION: DELAWARE	

PROPERTY NUMBERS Total: 3

Property Type	Number	Word Mark
Serial Number:	78818742	3
Serial Number:	78818728	3
Serial Number:	77141046	3

CORRESPONDENCE DATA

Fax Number: (516)472-6161

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

Phone: (516) 472-6305

Email: cccarter@steveandbarrys.com Correspondent Name: Charles-Christophe Carter, Esq.

Address Line 1: 12 Harbor Park Drive

Address Line 4: Port Washington, NEW YORK 11050

ATTORNEY DOCKET NUMBER:	4004TOSTARASSIGNMENT
NAME OF SUBMITTER:	Charles-Christophe Carter

TRADEMARK

REEL: 003812 FRAME: 0472

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Signature:	/Charles-Christophe Carter/
Date:	07/09/2008
Total Attachments: 2 source=Starbury Trademark Assignment Agreement#page1.tif source=Starbury Trademark Assignment Agreement#page2.tif	

TRADEMARK REEL: 003812 FRAME: 0473

ASSIGNMENT AGREEMENT

THIS ASSIGNMENT AGREEMENT (this "Assignment") is made as of the 9th day of July, 2008 by and between 4004 INCORPORATED, a Pennsylvania corporation, maintaining an address at 12 Harbor Park Drive, Port Washington, NY 11050 ("Assignor") and Starbury Corporation a/k/a Starbury, Inc., a Delaware corporation, whose address is c/o CAA Management II, LLC, PO Box 110127, Research Triangle Park, NC 27709 ("Assignee").

WHEREAS Assignor and Assignee were parties to a certain Endorsement Agreement dated as of December 1, 2005 (the "Agreement");

WHEREAS the Agreement was assigned to Baller Brands LLC (the "Company") pursuant to that certain Assignment and Assumption Agreement dated as of September 17, 2007;

WHEREAS in the performance of its duties pursuant to the Agreement, Assignor developed and created the marks attached hereto as Exhibit A (the "Marks");

WHEREAS Assignor desires to assign the Marks and all rights, title and interest therein to Assignee, and Assignee is desirous of acquiring the Marks and all rights, title and interest therein;

NOW, THEREFORE, in consideration of One Dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor, as assignor, does hereby assign unto Assignee, all rights, title and interest in and to the Marks, subject to the continuing rights of the Company and its affiliates to use the Marks in accordance with the terms of the Agreement.

In Testimony Whereof, Assignor has caused this document to be duly and legally executed on the 9th day of July, 2008.

4004 INCORPORATED

Adam/Mandelbaum, General Counsel

TRADEMARK REEL: 003812 FRAME: 0474

EXHIBIT A

THE MARKS

The Mark

Serial Number



78818742

78818728



77141046



RECORDED: 07/09/2008

TRADEMARK REEL: 003812 FRAME: 0475