

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
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<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>
Motionwear, Inc.		07/31/2007	CORPORATION: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	MW Transaction, LLC		
<b>Street Address:</b>	1315 Sunday Drive		
<b>City:</b>	Indianapolis		
<b>State/Country:</b>	INDIANA		
<b>Postal Code:</b>	46217		
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: DELAWARE		
<b>PROPERTY NUMBERS Total: 4</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	78176061	MOTIONWEAR GYMNASTICS	
<b>Serial Number:</b>	77056421	MOTIONWEAR	
<b>Serial Number:</b>	77101369	DANCE SOLE	
<b>Registration Number:</b>	2487980	MOTIONWEAR	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(317)637-7561		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	317-634-3456		
<b>Email:</b>	creeves@uspatent.com		
<b>Correspondent Name:</b>	Charles R. Reeves		
<b>Address Line 1:</b>	111 Monument Circle		
<b>Address Line 2:</b>	Suite 3700		
<b>Address Line 4:</b>	Indianapolis, INDIANA 46204		
<b>ATTORNEY DOCKET NUMBER:</b>	20044-118, 119, 110, 113		
<b>NAME OF SUBMITTER:</b>	Charles R. Reeves		

OP \$115.00 78176061

Signature:

/Charles R. Reeves/

Date:

08/15/2008

**Total Attachments: 6**

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**EXECUTION COPY**

**ASSIGNMENT OF INTELLECTUAL PROPERTY**

This Assignment of Intellectual Property ("Assignment"), dated July 31, 2007, is entered into by and between Motionwear, Inc ("Assignor"), a Delaware corporation having its principal place of business at 1315 Sunday Drive, Indianapolis, Indiana 46217 and MW Transaction, LLC ("Assignee"), a Delaware limited liability company corporation having its principal place of business at 1315 Sunday Drive, Indianapolis, Indiana 46217, each individually referred to as a "Party" and collectively referred to as the "Parties."

WHEREAS, Assignor and Assignee are Parties to an Asset Purchase Agreement, dated July 31, 2007, by and among the Assignor, the Assignee and Sport Brands International Ltd. (the "Purchase Agreement").

WHEREAS, Assignor is the owner of certain Intellectual Property (as defined below).

WHEREAS, Assignee is desirous of acquiring the full right, title and interest in, to and under the Intellectual Property and the goodwill accrued in connection and associated therewith.

NOW, THEREFORE, in consideration of the foregoing and the mutual promises, covenants and conditions contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto, intending to be legally bound, hereby agree as follows:

Section 1. Assignment. In connection with the conveyance of those business assets to which the intellectual property pertains, Assignor does hereby assign, transfer, convey and set over unto Assignee its full right, title and interest, including common law rights, in the United States of America, in, to and under the registered and/or pending trademarks and trade names listed on Schedule A hereto, and related common law trademarks, and all other intellectual property owned by Assignor, including without limitation all worldwide patents, patent rights, patent applications, registered trademarks and service marks, trademark rights (including but not limited to product names, logos, slogans and tag lines), trademark applications, service mark rights, service mark applications, trade names, registered copyrights, copyright rights, moral rights, domain names and all intellectual, industrial software or proprietary rights, rights of publicity and trade secrets, technology and know-how, owned or used by Assignor, which are related to or used in connection with the business of Assignor, and any licenses or license rights in favor of Assignor, to the extent such assignment is not prohibited by the terms of such licenses (collectively, the "Intellectual Property"), together with the goodwill of the business symbolized by said Intellectual Property, and applications and registrations thereof, any renewal rights therein, that portion of the business which is ongoing and existing to which the trademarks and trade names pertain, and the exclusive right to enforce the Intellectual Property in the United States in the sole name of Assignee, and including the right to sue for past infringement if any there may be; the aforesaid transferred rights, title and interests to be held and enjoyed by Assignee, its successors, legal representatives and assigns as fully and entirely as the same would have been held and enjoyed by Assignor had this assignment not been made.

Section 2. Covenant by Assignor. Assignor agrees that it will, upon Assignee's reasonable request, execute and deliver all such instruments and other documents as may be reasonably necessary or desirable to perfect Assignee's title in, to and under the Intellectual Property.

Section 3. Counterparts. This Assignment Agreement may be executed in counterparts, each of which shall be deemed to be an original, but all of which together shall constitute a single agreement.

Section 4. Governing Law. This Agreement shall be governed by, and construed in accordance with the internal laws of the State of Delaware (without reference to its choice of law rules that would require the application of the laws of any other jurisdiction).

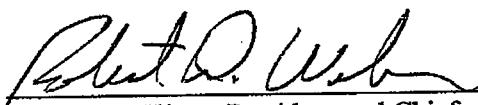
[Remainder of page intentionally left blank; signature page follows]

IN WITNESS WHEREOF, the Parties hereto, intending to be legally bound thereby, have executed this Assignment by their duly respective officers as of the date first written above.

**ASSIGNOR:** MOTIONWEAR, INC., a Delaware corporation

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**ASSIGNEE:** MW TRANSACTION, LLC, a Delaware limited liability company

By:  \_\_\_\_\_  
Robert D. Wilson, President and Chief Executive Officer

*Signature Page to  
Assignment of Intellectual Property*

**TRADEMARK**  
**REEL: 003836 FRAME: 0077**

IN WITNESS WHEREOF, the Parties hereto, intending to be legally bound thereby,  
have executed this Assignment by their duly respective officers as of the date first written above.

ASSIGNOR:

MOTIONWEAR, INC., a Delaware corporation

By: Andrew Labady  
Andrew Labady  
President

ASSIGNEE:

MW TRANSACTION, LLC, a Delaware limited liability  
company

By: Robert D. Wilson  
Robert D. Wilson, President and Chief  
Executive Officer

TRADEMARK

REEL: 003836 FRAME: 0078

**SCHEDULE A**

*Trademark Applications*

Mark	Country	Class	Application Serial No.	Filing date
Motionwear Gymnastics	USA	IC 025, US 022, 039	Ser. No. 78/176,061	10/18/2002
Motionwear	USA	IC 025, US 022, 039	Ser. No. 77/056,421	12/04/2006
Dance Sole	USA	IC 025, US 022, 039	Ser. No. 77/101,369	02/07/2007

*Trademark Registrations*

Mark	Country	Class	Registration No.	Registration Date
Motionwear	USA	IC 025, US 022, 039	Reg. No. 2,487,980	09/11/2001

*Registered Domain Names*

motionwear.biz  
motionwear.com  
motionwear.net  
motionwear.org  
motionwear.tv  
motionwear.ws  
bethebun.biz  
bethebun.bz  
bethebun.cc  
bethebun.com  
bethebun.gs  
bethebun.info  
bethebun.ms  
bethebun.net  
bethebun.org  
bethebun.tc  
bethebun.tv  
bethebun.us  
bethebun.vg  
bethebun.ws

*Motionwear uses the following trade names in its business:*

Motionwear Gymnastics

UnderWears

ClassWear

GoWear

AnyWears

Be the Bun

TeamWear

*Logo used by Motionwear*



Other Intellectual Property

All worldwide patents, patent rights, patent applications, registered trademarks and service marks, trademark rights (including but not limited to product names, logos, slogans and tag lines), trademark applications, service mark rights, service mark applications, trade names, registered copyrights, copyright rights, moral rights, domain names and all intellectual, industrial software or proprietary rights, rights of publicity and trade secrets, technology and know-how, owned or used by Assignor, which are related to or used in connection with the business of Assignor and any licenses or license rights in favor of Assignor, to the extent the assignment of such rights are not prohibited by the terms of such licenses.