

**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>
4004 Incorporated		08/15/2008	CORPORATION:
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Starbury Corporation		
<b>Street Address:</b>	c/o CAA Management II, LLC		
<b>Internal Address:</b>	PO Box 110127		
<b>City:</b>	Research Triangle Park		
<b>State/Country:</b>	NORTH CAROLINA		
<b>Postal Code:</b>	27709		
<b>Entity Type:</b>	CORPORATION:		
<b>PROPERTY NUMBERS Total: 3</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	3486348	3	
Registration Number:	3481527	3	
Serial Number:	78818742	3	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(212)310-8007		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Email:</b>	caroline.geiger@weil.com, phyllis.depaola@weil.com		
<b>Correspondent Name:</b>	Weil,Gotshal&Manges c/o Caroline Geiger		
<b>Address Line 1:</b>	767 5th Avenue		
<b>Address Line 4:</b>	New York, NEW YORK 10153		
<b>ATTORNEY DOCKET NUMBER:</b>	76023.0003. C.GEIGER		
<b>NAME OF SUBMITTER:</b>	Caroline P Geiger		
<b>Signature:</b>	/Caroline P Geiger/		

CH \$90.00 3486348

Date:

08/19/2008

**Total Attachments: 3**

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## TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT, dated August 15, 2008 (this "Assignment"), is entered into by and between 4004 Incorporated ("Assignor"), a Pennsylvania corporation with offices at 12 Harbor Park Drive, Port Washington, New York 11050, and Starbury Corporation, a Delaware Corporation with offices at Starbury Corporation c/o CAA Management II, LCC, P.O. Box 110127, Research Triangle Park, North Carolina 27709 ("Assignee"). Both Assignor and Assignee are collectively referred to herein as the "Parties."

WHEREAS, Assignor and Assignee have entered into an Endorsement Agreement dated December 1, 2005 (the "License Agreement");

WHEREAS, pursuant to the License Agreement, Assignee granted Assignor a license under certain trademarks owned by Assignee;

WHEREAS, Assignor owns the trademarks listed on the attached Schedule A along with the goodwill developed in said trademarks (the "Assigned Trademarks");

WHEREAS, Assignor assigned its rights and interests in the License Agreement to Baller Brands LLC in an Assignment and Assumption Agreement dated September 17, 2007;

WHEREAS, Assignor desires to convey to Assignee all right, title, and interest in and to the Assigned Trademarks, together with the goodwill developed in the Assigned Trademarks;

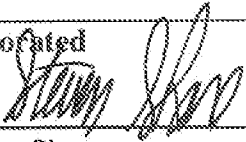
WHEREAS, Assignee desires to acquire all right, title, and interest in and to the Assigned Trademarks, together with the goodwill developed in the Assigned Trademarks;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged:

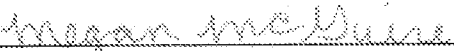
1. Assignor hereby sells, transfers, conveys, assigns and delivers to Assignee any and all worldwide right, title and interest Assignor holds, or may hold, in and to the Assigned Trademarks, together with all rights derived therefrom, including statutory, common law and contractual rights, in, to and under the Assigned Trademarks, the same to be held and enjoyed by Assignee for its own use and enjoyment and the use and enjoyment of its successors and assigns to the end of the term or terms for which the Assigned Trademarks are granted or reissued or extended as fully and entirely as the same would have been held and enjoyed by Assignor if this assignment and sale had not been made, together with the goodwill that the Assignor and its licensees have developed in the Assigned Trademarks, and in and to all income, royalties, damages and payments now or hereafter due or payable with respect to the Assigned Trademarks, including in and under all causes of action (either in law or in equity), and the right to sue, counterclaim, and recover for past, present and future infringement of the rights assigned under this Assignment.
2. The foregoing assignment is, in all events, subject to the License Agreement.

3. All capitalized terms not otherwise defined in this Assignment, as used in this Assignment, will have the respective meanings set forth in the License Agreement.
4. The Parties hereby request and authorize the relevant authority at the United States Patent and Trademark Office and/or the applicable foreign authorities to record Assignee as the assignee and owner of the Assigned Trademarks.
5. This Assignment is binding upon and inures to the benefit of the Parties hereto and their respective successors and assigns. This Assignment and the rights and obligations of the Parties hereunder shall be governed by, and construed in accordance with the laws of the State of New York.

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be duly executed in duplicate originals by their duly authorized representative as of the day and year first above written.

4004 Incorporated  
By:   
Name: Steven Shore  
Title: Co-CEO




Sworn to and subscribed before me  
this 15 day of August, 2008.

  
Notary Public

My Commission Expires: \_\_\_\_\_

MEGAN MCGUIRE  
NOTARY PUBLIC-STATE OF NEW YORK  
No. 01MC6169095  
Qualified in Nassau County  
My Commission Expires June 18, 2011

Schedule A

COUNTRY	TRADEMARK	SERIAL NO. OR REGISTRATION NO.	FILING DATE OR REGISTRATION DATE
United States		Reg. No. 3486348	Registered: August 12, 2008
United States		Reg. No. 3481527	Registered: August 5, 2008
United States		Serial No. 78818742	Filed: February 20, 2006