

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
Fashion and Sport Limited		06/06/2008	COMPANY: UNITED KINGDOM
RECEIVING PARTY DATA			
Name:	JJB Sports PLC		
Street Address:	Challenge Way		
Internal Address:	Martland Park		
City:	Wigon, Lancashire		
State/Country:	UNITED KINGDOM		
Postal Code:	WN5 0LD		
Entity Type:	COMPANY: UNITED KINGDOM		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	1590022	TRAVEL FOX	
Registration Number:	2422413	TRAVEL FOX	
Registration Number:	1488541	TRAVEL FOX	
CORRESPONDENCE DATA			
Fax Number:	(212)226-5085		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Email:	trademarks@powleygibson.com		
Correspondent Name:	Robert L. Powley, Powley & Gibson, P.C.		
Address Line 1:	304 Hudson Street		
Address Line 2:	2nd Floor		
Address Line 4:	New York, NEW YORK 10013		
ATTORNEY DOCKET NUMBER:	383.1		
DOMESTIC REPRESENTATIVE			

OP \$90.00 1590022

Name: Powley & Gibson, P.C.
Address Line 1: 304 Hudson Street
Address Line 2: 2nd Floor
Address Line 4: New York, NEW YORK 10013

NAME OF SUBMITTER:	Robert L. Powley
Signature:	/rlp/
Date:	09/11/2008

Total Attachments: 6
source=USassign FSL to JJB#page1.tif
source=USassign FSL to JJB#page2.tif
source=USassign FSL to JJB#page3.tif
source=USassign FSL to JJB#page4.tif
source=USassign FSL to JJB#page5.tif
source=USassign FSL to JJB#page6.tif

Dated 6 June 2008

(1) FASHION AND SPORT LIMITED

(2) JJB SPORTS PLC

TRADE MARK DEED OF ASSIGNMENT

United States

Halliwells

THIS DEED OF ASSIGNMENT is made on 6 June 2008

BETWEEN:

- (1) **FASHION AND SPORT LIMITED**, a company registered in England and Wales (company number 06457710), whose registered office is at 114 High Street, Cranfield, Bedfordshire, MK43 0DG (the "Assignor"); and
- (2) **JJB SPORTS PLC**, a company registered in England and Wales (company number 1024895), whose registered office is at Challenge Way, Martland Park, Wigan, Lancashire WN5 0LD (the "Assignee").

RECITALS

- (A) The Assignor is the proprietor of the Trade Marks.
- (B) The Assignor has agreed to assign all its right, title and interest in and to the Trade Marks to the Assignee.

1 Definitions and Interpretation

- 1.1 In this Deed of Assignment, the following expressions shall have the following meanings:

"Encumbrance"

a mortgage, charge, pledge, lien, option, restriction, right of first refusal, right of pre-emption, right of set off, third-party right or interest, assignment by way of security, other encumbrance or security interest of any kind or another type of preferential arrangement (including a title transfer or retention arrangement) having similar effect howsoever arising; and

"Trade Marks"

the registered trade marks set out in the schedule to this Deed of Assignment.

- 1.2 The schedule to this Deed of Assignment forms part of this Deed of Assignment and the expression "Deed of Assignment" includes the schedule.

2 Assignment

In consideration of the payment of £1.00 by the Assignee to the Assignor (the receipt of which is hereby acknowledged) the Assignor hereby assigns to the Assignee with full title guarantee and so far as the Assignor is aware free from any Encumbrance all its right, title and interest in and to the Trade Marks, including, without limitation:

- 2.1 all rights of action arising or accrued in relation to the Trade Marks, including (but not limited to):
 - 2.1.1 all statutory and common law rights; and
 - 2.1.2 the right to seek and recover damages or any other remedies in respect of any infringement of the Trade Marks prior to the date of this Deed of Assignment;
- 2.2 the right to apply for, prosecute and obtain registered trade marks, registered designs or similar protection in the name of the Assignee throughout the world in

respect of the names and marks comprised in the Trade Marks, including the right to claim priority from the Trade Marks; and

2.3 all goodwill attaching to or associated with the Trade Marks.

3 Governing Law

This Deed of Assignment shall be governed by and construed in accordance with English law and the parties irrevocably submit to the exclusive jurisdiction of the English courts.

IN WITNESS whereof this Deed of Assignment has been executed as a **DEED** the day and year first above written.

Schedule
Registered Trade Mark

Mark	Country of Registration	Number	Classes	Renewal	Notes
Travel Fox	USA	1437323	25		
Travel Fox (Word Mark)	United States	1590022	25	3 April 2010	
Travel Fox (Design plus words)	United States	1488541	25	17 May 2008	
Travel Fox (Design plus words)	United States	2422413	25	23 January 2011	

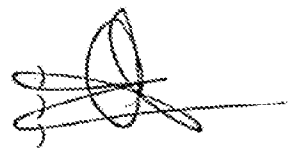
EXECUTED as a **DEED** by
FASHION AND SPORT LIMITED
acting by:

)
)
)

Director

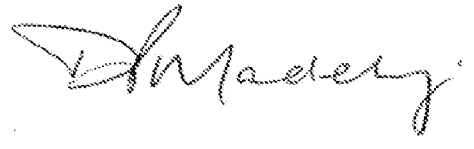
Director/Secretary

EXECUTED as a **DEED** by
IJB SPORTS PLC
acting by:



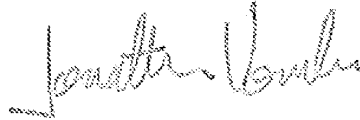
Director

Director/Secretary



EXECUTED as a DEED by)
FASHION AND SPORT LIMITED)
acting by:)

Director



Director/Secretary

Clare B. Tyers

EXECUTED as a DEED by)
JJB SPORTS PLC)
acting by:)

Director

Director/Secretary