

TRADEMARK ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
MXL Acquisition, LP		07/01/2008	LIMITED PARTNERSHIP: MINNESOTA

RECEIVING PARTY DATA

Name:	Arlo Sports LLC
Doing Business As:	DBA Minnesota Swarm Lacrosse
Street Address:	317 Washington Ave S
City:	Hopkins
State/Country:	MINNESOTA
Postal Code:	55343
Entity Type:	LIMITED LIABILITY COMPANY: WISCONSIN

PROPERTY NUMBERS Total: 6

Property Type	Number	Word Mark
Registration Number:	3108012	MINNESOTA SWARM
Registration Number:	3069406	MINNESOTA SWARM
Registration Number:	3069418	MINNESOTA SWARM
Registration Number:	3108042	MINNESOTA SWARM
Registration Number:	3069370	SWARM
Registration Number:	3108011	SWARM

CORRESPONDENCE DATA

Fax Number: (612)766-1600
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 6127667348
 Email: smeyer@faegre.com
 Correspondent Name: Sue Meyer, Faegre & Benson
 Address Line 1: 90 South Seventh Street
 Address Line 2: 2200 Wells Fargo Center

OP \$165.00 3108012

Address Line 4: Minneapolis, MINNESOTA 55402-3901

ATTORNEY DOCKET NUMBER: 53862-328849

NAME OF SUBMITTER: Sue Meyer

Signature: /Sue Meyer/

Date: 10/08/2008

Total Attachments: 3
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TRADEMARK ASSIGNMENT

This Trademark Assignment is entered into as of July 1, 2008, by and between MXL Acquisition, LP, a Minnesota limited partnership ("Assignor") and Arlo Sports LLC, a Wisconsin limited liability company ("Assignee").

A. Assignor is the owner of the trademarks identified on the attached Schedule A (the "Assigned Trademarks").

B. Assignor and Assignee are parties to that certain Asset Purchase Agreement, dated June 30, 2008 (the "Asset Purchase Agreement"), pursuant to which Assignee will acquire all of Assignor's right, title and interest in and to certain assets, including the Assigned Trademarks.

C. Section 10.2(b) of the Asset Purchase Agreement requires Assignor to execute and deliver this Trademark Assignment to Assignee.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by each party hereto, Assignor and Assignee hereby agree as follows:

1. **Assignment of Trademarks.** Assignor hereby assigns to Assignee all right, title and interest that Assignor has in and to the Assigned Trademarks, together with the goodwill of the business symbolized thereby, together with the registrations identified on Schedule A and all past, present, and future remedies for infringement or dilution relating thereto.

2. **Further Actions.** From and after the effective date of this Trademark Assignment, the parties hereto will execute such further documents, and perform such further acts, as may be reasonably requested to transfer and convey the Assigned Trademarks to Assignee on the terms contained herein.

3. **Subject to Asset Purchase Agreement.** Notwithstanding any other term herein, this Trademark Assignment is executed and delivered in accordance with the Asset Purchase Agreement and is subject to every representation, warranty, covenant and agreement in the Asset Purchase Agreement. To the extent that any term of this Trademark Assignment and any term in the Asset Purchase Agreement conflict, such term of the Asset Purchase Agreement will control.

4. **Counterparts.** This Trademark Assignment may be executed in counterparts, each of which will constitute an original, but all of which together will constitute one and the same instrument.

5. **Binding Effect.** This Trademark Assignment will be binding upon and inure to the benefit of the parties and their successors and assigns.

* * * * *

[Signature Page Follows]

IN WITNESS WHEREOF, the undersigned has caused this Trademark Assignment to be executed and delivered as of the date first written above.

ASSIGNOR:

MXL Acquisition, LP

By: 

Name: Craig L. Leipold

Title: Chief Executive Officer
and Chief Manager

Subscribed and sworn to before me

this 1st day of July, 2008.





Notary Public - STATE OF WISCONSIN

JOYCE A. OWSKO

MY COMMISSION EXPIRES

3/6/11

SCHEDULE A

Trademark	Status	Registration Number	Registration Date	Territory
MINNESOTA SWARM	Registered	3,108,012	20-Jun-2006	United States
MINNESOTA SWARM	Registered	3,069,406	14-Mar-2006	United States
MINNESOTA SWARM (and Design) 	Registered	3,069,418	14-Mar-2006	United States
MINNESOTA SWARM (and Design) 	Registered	3,108,042	20-Jun-2006	United States
SWARM	Registered	3,069,370	14-Mar-2006	United States
SWARM	Registered	3,108,011	20-Jun-2006	United States