

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
SPARQ, Inc.		01/08/2009	CORPORATION: OREGON
RECEIVING PARTY DATA			
Name:	Nike, Inc.		
Street Address:	One Bowerman Drive		
Internal Address:	DF-4		
City:	Beaverton		
State/Country:	OREGON		
Postal Code:	97005		
Entity Type:	CORPORATION: OREGON		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	2928815	SPARQ	
Registration Number:	3588995	SPARQ	
Registration Number:	3576235	SPARQ	
CORRESPONDENCE DATA			
Fax Number:	(503)646-6926		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	5036716453		
Email:	Nike.Trademark@nike.com		
Correspondent Name:	Joseph Quigley		
Address Line 1:	One Bowerman Drive		
Address Line 2:	DF-4		
Address Line 4:	Beaverton, OREGON 97005		
ATTORNEY DOCKET NUMBER:	518601.0377026		
NAME OF SUBMITTER:	Joseph Quigley		

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TRADEMARK
REEL: 003974 FRAME: 0467

Signature:	/Joseph J. Quigley/
Date:	04/22/2009
Total Attachments: 8 source=Trademark Assignment - NIKE Inc#page1.tif source=Trademark Assignment - NIKE Inc#page2.tif source=Trademark Assignment - NIKE Inc#page3.tif source=Trademark Assignment - NIKE Inc#page4.tif source=Trademark Assignment - NIKE Inc#page5.tif source=Trademark Assignment - NIKE Inc#page6.tif source=Trademark Assignment - NIKE Inc#page7.tif source=Trademark Assignment - NIKE Inc#page8.tif	

Trademark Assignment

This Trademark Assignment (this "Assignment"), is made on January 8, 2009 by SPARQ, Inc., an Oregon corporation ("SI"); SPARQ Media and Marketing, Inc., an Oregon corporation ("SMM"); and SPARQ Products, Inc., an Oregon corporation ("SP"), having offices at 411 NW 13th Avenue, Portland, OR 97209 (SI, SMM, and SP are each, an "Assignor"), in favor of NIKE, Inc., an Oregon corporation, having a place of business at One Bowerman Drive, Beaverton, OR 97005 ("Assignee"). Capitalized terms used but not defined herein have the meanings assigned to them in that certain Asset Purchase Agreement dated as of December 19, 2008 (the "Agreement") among NIKE CA LLC, a Delaware limited liability company; SI; SMM; SP; BC Sports, Inc., an Oregon corporation; Quixote Investment, LLC, an Oregon limited liability company; SS Founders, Inc., a California corporation; Rodolfo Chapa, Jr.; Patricia Eiting; Andrew Bark and Megan Bark.

WHEREAS, Assignor is the owner of all right, title and interest in and to the Trademarks, including without limitation those applications and trademarks listed on attached Exhibit A (such Trademarks, excluding international Trademarks, are referred to herein as the "Assigned Trademarks");

WHEREAS, pursuant to the Agreement, Assignor has agreed to sell, convey, assign and transfer to Assignee all of its right, title and interest in and to the Assigned Trademarks;

WHEREAS, Assignee desires to acquire all right, title and interest Assignor may have in and to the Assigned Trademarks; and

WHEREAS, the parties wish to execute this Assignment for purposes of transferring the Assigned Trademarks pursuant to the Agreement and to allow Assignee to file this Assignment with the United States Patent and Trademark Office and all applicable foreign intellectual property offices, as may be necessary to effectuate the assignment and transfer of the Assigned Trademarks from Assignor to Assignee.

NOW, THEREFORE, for valuable consideration, the receipt of which is hereby acknowledged, Assignor agrees as follows:

1. Assignor hereby assigns, transfers, conveys and delivers to Assignee all of its right, title and interest in and to (a) each of the Assigned Trademarks, (b) the goodwill of the business symbolized by and associated with the Assigned Trademarks, (c) all applications and registrations for the Assigned Trademarks throughout the world and (d) all rights to proceeds of the foregoing, including, without limitation, any claim by Assignor against third parties for past, present or future infringement of the Assigned Trademarks.

2. Assignor hereby acknowledges and agrees that from and after the date hereof, Assignee shall be the exclusive owner of all of Assignor's right, title and interest in and to the Assigned Trademarks.

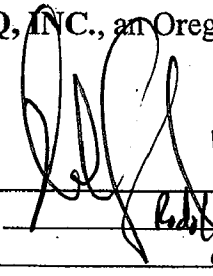
3. As further set forth in the Agreement, at Assignee's reasonable request, Assignor shall, and shall cause its Affiliates, as necessary, within 30 days following Assignee's request to take all further actions and execute any additional agreements and instruments as may be necessary to effect the assignment contemplated hereby and to perfect Assignee's title in and to the Assigned Trademarks.

4. This Assignment is subject to all the terms and conditions of the Agreement. This Assignment shall not modify the applicable terms and conditions of the Agreement, which governs the parties' rights and interests in the Assigned Trademarks.

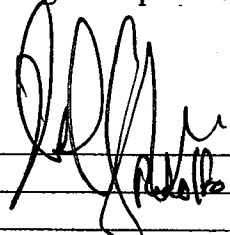
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IN WITNESS WHEREOF, Assignor has caused this Assignment to be duly authorized and executed as of the date hereof.

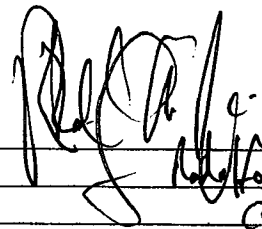
SPARQ, INC., an Oregon corporation

By: 
Name: _____
Title: _____ CEO

SPARQ MEDIA AND MARKETING, INC., an Oregon corporation

By: 
Name: _____
Title: _____ CEO

SPARQ PRODUCTS, INC., an Oregon corporation

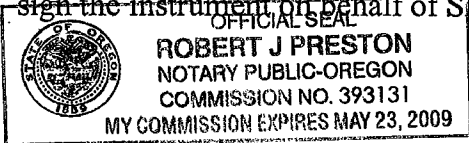
By: 
Name: _____
Title: _____ CEO

[Remainder of Page Intentionally Left Blank; Notary Acknowledgments Follow]

STATE OF OR)

COUNTY OF mult.)

On this 8 day of January, 2009 before me personally came Rodolfo Chapa, JR, to me known to be the person who signed the foregoing instrument and who being duly sworn by me did depose and state that [s/he] is a representative of SPARQ, Inc., an Oregon corporation; [s/he] signed the instrument in the name of same; and [s/he] had the authority to sign the instrument on behalf of SPARQ, Inc.

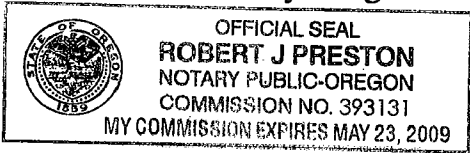


Robert J. Preston
Notary Public

STATE OF OR)

COUNTY OF mult.)

On this 8 day of January, 2009 before me personally came Rodolfo Chapa, JR., to me known to be the person who signed the foregoing instrument and who being duly sworn by me did depose and state that [s/he] is a representative of SPARQ Media & Marketing, Inc., an Oregon corporation; [s/he] signed the instrument in the name of same; and [s/he] had the authority to sign the instrument on behalf of SPARQ Media & Marketing, Inc.

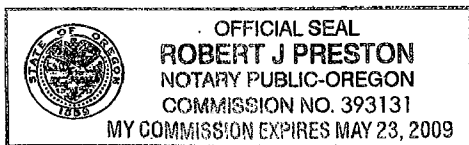


Robert J. Preston
Notary Public

STATE OF OR)

COUNTY OF mult.)

On this 8 day of January, 2009 before me personally came Rodolfo Chapa, JR, to me known to be the person who signed the foregoing instrument and who being duly sworn by me did depose and state that [s/he] is a representative of SPARQ Products, Inc., an Oregon corporation; [s/he] signed the instrument in the name of same; and [s/he] had the authority to sign the instrument on behalf of SPARQ Products, Inc.




Robert J. Preston
Notary Public

Registered Trademarks – United States

MARK	COUNTRY	CLASS	GOODS	REGISTRATION NO.	STATUS	FOREIGN COUNSEL
SPARQ	U.S. (Madrid)	5, 32	Pharmaceutical drinks and pharmaceutical preparation drink mixes in powder, granulated or concentrated form, none of which contains aloe vera, <i>sold to athletes and used to aid in physical recovery after sports, exercise, and/or physical exertion</i> Non-alcoholic beverages, namely, sports drinks and energy drinks, none of which contains aloe vera, <i>sold to athletes and used to aid in fluid replacement after sports, exercise, and/or physical exertion</i> ; powders, granules, concentrates, or concentrates in capsule form <i>sold to athletes and for use in making sports drinks and energy drinks, none of which contains aloe vera</i>	3,531,097 (862 494)	Opposed by Miller Products Opposition settled on 8/28/2008 Application to amend application (as shown in italics) accepted 10/03/2008 Opposition withdrawn 10/8/2008 Registered 11/11/2008	N/A
SPARQ	U.S.	28	Athletic equipment, namely, football, baseball, softball, basketball, soccer, running and volleyball training products for speed, agility and quickness.	2,928,815 ©	Registered 08/23/2005 Assignment to SPARQ, Inc. 1/7/09 Assignment filed for recordal	N/A

Pending Trademarks – United States

MARK	COUNTRY	CLASS	GOODS	REGISTRATION NO.	STATUS	FOREIGN COUNSEL
SPARQ	U.S.	9, 16, 41	Pre-recorded audio and audiovisual recordings in the field of competitive sports and athletics and athletic training; compact discs, cassette tapes, digital video discs, videocassette tapes, and digital video recordings in the field of competitive sports and athletics and athletic training; printed matter, namely, books, magazines, booklets, pamphlets, leaflets, and brochures in the field of competitive sports and athletics and athletic training; product guides featuring sports and athletic training equipment; posters; postcards; stationery; notecards. Conducting classes, workshops and seminars in the field of competitive sports and athletics and athletic training and distributing course materials in connection therewith; entertainment services in the nature of a series of on-going television programs in the field of competitive sports and athletics and athletic training; entertainment services, namely, production of television and audiovisual programs in the field of competitive sports and athletics and athletic training; distribution of television programs in the field of competitive sports and athletics and athletic training on free, cable and satellite television, and the Internet; providing a television program in the field of competitive sports and athletics and athletic training via a global computer network; magazine publishing; on-line publication of a magazine in the field of competitive sports and athletics and athletic training; operation of sports camps; personal training services, namely, strength and conditioning training; providing information in the field of competitive sports and athletics and athletic training via the Internet; rating of competitive athletes by assigning numeric value to several sports and athletic events and combining them into a single number that measures an athlete's overall athleticism	78585015	Filed 3/10/2005 Request for Amendment filed 6/8/2006 deleting "computer software programs in the field of competitive athletics and athletic training" per SPARC agreement Agreements executed with SPARC Intl and WNBA Notice of Allowance issued 7/25/2006 2 nd Extension filed 7/17/2007. 3 rd Extension filed 1/9/2008 4 th Extension filed 7/21/2008 5 th and Final Extension Request due 1/25/2009 – 5 th Request for extension not filed Statement of Use filed 1/6/2009 deleting Class 16 and limiting other goods and services listings Assigned to Sparq, Inc. 1/7/2009 Assignment filed for recordal	N/A
 SPARQ	U.S.	9, 16, 28, 41	Pre-recorded audio and audiovisual recordings in the fields of competitive sports and athletics and sports and athletic training; compact discs, cassette tapes, digital video discs, videocassette tapes, and digital video recordings in the fields of competitive sports and athletics and sports and athletic training Printed matter, namely, books, magazines, booklets, pamphlets, leaflets, and brochures in the fields of competitive sports and athletics and sports and athletic training	78787495	Filed 1/9/2006 OA received 5/26/2006 Response filed 6/8/2006 deleting "computer software for database management and recording data in the fields of competitive sports and athletics and sports and athletic training" 7/11/2006 Received suspension pending	N/A

Pending Trademarks – United States

MARK	COUNTRY	CLASS	GOODS	REGISTRATION NO.	STATUS	FOREIGN COUNSEL
SPARQ	U.S.	18, 25	<p>athletic training; product guides featuring sports and athletic training equipment; posters; postcards; stationery; notecards</p> <p>Athletic equipment, namely, football, baseball, softball, basketball, soccer, running and volleyball training products for speed, agility and quickness. Conducting classes, workshops and seminars in the fields of competitive sports and athletics and sports and athletic training and distributing course materials in connection therewith; entertainment services in the nature of a series of on-going television programs in the fields of competitive sports and athletics and sports and athletic training; entertainment services, namely, production of television and audiovisual programs in the fields of competitive sports and athletics and sports and athletic training; distribution of television programs in the fields of competitive sports and athletics and sports and athletic training on free, cable and satellite television, and the Internet; providing a television program in the fields of competitive sports and athletics and sports and athletic training via a global computer network; magazine publishing; on-line publication of a magazine in the fields of competitive sports and athletics and sports and athletic training; operation of sports camps; personal training services, namely, strength and conditioning training; providing information in the fields of competitive sports and athletics and sports and athletic training via the Internet; rating of competitive athletes by assigning numeric value to several sports and athletic events and combining them into a single number that measures an athlete's overall athleticism</p>	78787501	<p>disposition of SPARQ beverage application</p> <p>Request for removal from suspension filed 1/17/2008</p> <p>Published for Opposition 3/18/2008</p> <p>Notice of Allowance issued 6/10/2008</p> <p>1st Extension Request filed 11/13/2008</p> <p>SOU or 2nd Extension Request due 6/10/2009</p> <p>Post-publication amendment deleting all of Classes 9, 16 & 41 filed 1/7/09. Class 28 use declaration filed with application.</p> <p>Assigned to Sparq, Inc. 1/7/2009</p> <p>Assignment filed for recordal</p>	N/A
			<p>All purpose sport bags; All purpose athletic bags; All purpose carrying bags; Athletic bags; Bags and holdalls for sports clothing; Carry all bags; Duffel bags; Duffle bags; Gym bags; Sports bags</p> <p>Ankle socks; Anklelets; Anti-perspirant socks; Athletic footwear; Athletic shoes; Athletic uniforms; Baseball caps; Baseball shoes; Basketball sneakers; Bathing suits; Bathing suits for men; Bathing trunks; Bermuda shorts; Bicycle gloves; Bicycling gloves; Board shorts; Boardshorts; Body shapers; Body suits; Bowling shoes; Boxing shoes; Camp shirts; Canvas shoes; Cap visors; Caps; Caps with visors; Children's headwear; Cleats for attachment to sports shoes; Clothing for wear in judo practices; Clothing for wear in wrestling games; Cycling shoes; Cyclists'</p>		<p>Filed 1/9/2006</p> <p>Notice of Suspension received 5/26/2006 pending disposition of SPARQ beverage application</p> <p>Request for removal from suspension filed 1/17/2008</p> <p>Published for Opposition 3/18/2008</p> <p>Notice of Allowance issued 6/10/2008</p> <p>1st Extension Request filed 11/13/2008</p> <p>SOU or 2nd Extension Request due 6/10/2009</p> <p>Statement of Use filed 1/6/2009 limiting goods listings</p>	

Pending Trademarks – United States

MARK	COUNTRY	CLASS	GOODS	REGISTRATION NO.	STATUS	FOREIGN COUNSEL
			<p>jerseys; Down jackets; Dry suits; Football boots and studs therefor; Football shoes; Footwear; Footwear for men; Footwear for men and women; Footwear for track and field athletics; Footwear for women; Golf caps; Golf cleats; Golf shirts; Golf shoes; Golf trousers; Gym shorts; Gym suits; Gymnastic shoes; Handball shoes; Hats; Head sweatbands; Head wear; Headbands against sweating; Headgear; namely, hats, caps, beanies, skull caps; Headwear; Heavy jackets; Hockey shoes; Jackets; Jerseys; Jogging outfits; Jogging pants; Jogging suits; Judo suits; Karate suits; Kendo outfits; Knit shirts; Knitted caps; Leotards; Leotards and tights for women, men and children of nylon, cotton or other textile fibers; Light reflecting coats; Light reflecting jackets; Long sleeved vests; Martial arts uniforms; Men and women jackets, coats, trousers, vests; Men's socks; Pants; Perspiration absorbent underwear clothing; Pullovers; Quilted vests; Rainproof jackets; Rainwear; Rubber shoes; Rugby shoes; Rugby shorts; Rugby tops; School uniforms; Shirts; Shoes; Short sets; Short sleeved or long sleeved t-shirts; Short sleeved shirts; Shorts; Skating outfits; Sleeved or sleeveless jackets; Sleeveless jerseys; Small hats; Sneakers; Soccer boots; Soccer shoes; Socks; Sports jackets; Sports jerseys and breeches for sports; Sports overuniforms; Sports shirts; Sports shirts with short sleeves; Stockings; Stockings (sweat absorbent); Sweat bands; Sweat pants; Sweat shirts; Sweat shorts; Sweat suits; Sweatbands; Sweatsocks; Swim caps; Swim trunks; Swim wear; Swimming caps; Swimming trunks; Swimsuits; T-shirts; Tank tops; Tank tops; Tennis shoes; Tennis wear; Track and field shoes; Track pants; Track suits; Tracksuits; Training shoes; Training suits; Trousers for sweating; Trunks; Undergarments; Underclothes; Undergarments; Underpants; Undershirts; Uniforms; Unitards; Vests; Volleyball shoes; Waist belts; Warm up suits; Waterproof jackets and pants; Wind resistant jackets; Wind jackets; Women's shoes</p>		<p>Assigned to Sparq, Inc. 1/7/2009 Assignment filed for recordal</p>	