

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
Donruss Playoff, LP		02/28/2009	LIMITED PARTNERSHIP: DELAWARE

RECEIVING PARTY DATA

Name:	Panini America, Inc.
Street Address:	2300 E. Randol Mill Road
City:	Arlington
State/Country:	TEXAS
Postal Code:	76011
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 52

Property Type	Number	Word Mark
Registration Number:	3584087	AMERICANA
Registration Number:	3535198	CELEBRITY CUTS
Registration Number:	3535197	RING KINGS
Registration Number:	2755819	ROOKIE TICKET
Registration Number:	3142718	EPIC BATTLES
Registration Number:	3146076	AFTERWORLD
Registration Number:	3033914	PACIFIC
Registration Number:	2996868	FANS OF THE GAME
Registration Number:	2934576	GREAT AMERICAN TREASURES
Registration Number:	2934575	ROOKIES & STARS
Registration Number:	2937477	PASSING THE TORCH
Registration Number:	2937476	FABRIC OF THE GAME
Registration Number:	2959173	ALMA MATER MATERIALS

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Registration Number:	2950675	PRIME SIGNATURES
Registration Number:	2937475	HOGG HEAVEN
Registration Number:	2937474	HONORS
Registration Number:	2937473	TIMELESS TREASURES
Registration Number:	2918729	THROWBACK THREADS
Registration Number:	2917162	PRIME CUTS
Registration Number:	2924866	CLASSIC COMBOS
Registration Number:	2991256	ROOKIE HIDDEN GEMS
Registration Number:	2937472	NOTABLE NICKNAMES
Registration Number:	2829524	TOOLS OF THE TRADE
Registration Number:	2898700	GRIDIRON HERITAGE
Registration Number:	2687286	NEW GENERATION
Registration Number:	2882583	TEAM HEROES
Registration Number:	2758644	JERSEY KINGS
Registration Number:	2793264	ORIGINALS
Registration Number:	3548577	AURORA
Registration Number:	2622654	REVOLUTION
Registration Number:	2184987	SLIDESHOW
Registration Number:	2050966	ACTION PACKED
Registration Number:	2021051	ROOKIE ROLL CALL
Registration Number:	2133040	SHOW DOWN
Registration Number:	2031649	CERTIFIED
Registration Number:	1814437	MASKS
Registration Number:	1753230	PINNACLE
Registration Number:	1526835	DONRUSS
Registration Number:	1499531	SCORE
Registration Number:	2573648	GRIDIRON KINGS
Registration Number:	2626937	ROOKIES & STARS
Registration Number:	2743586	DONRUSS CLASSICS
Registration Number:	2504176	PIECE OF THE GAME
Registration Number:	2428482	CONTENDERS
Registration Number:	2417617	SIGNATURE SERIES
Registration Number:	2424955	ELITE
Registration Number:	2421081	SELECT
Registration Number:	2422219	PAST, PRESENT AND ALWAYS

Registration Number:	2439433	PLAY FOR KEEPS.
Registration Number:	2346121	MOMENTUM
Registration Number:	2285359	PRESTIGE
Registration Number:	2180920	PLAYOFF ABSOLUTE

CORRESPONDENCE DATA

Fax Number: (212)391-0525
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 212-278-0400
Email: nzivin@cooperdunham.com
Correspondent Name: Norman H. Zivin c/o COOPER & DUNHAM LLP
Address Line 1: 30 Rockefeller Plaza
Address Line 2: 20th Floor
Address Line 4: New York, NEW YORK 10112

ATTORNEY DOCKET NUMBER:	5061/80367/NHZ
NAME OF SUBMITTER:	Norman H. Zivin
Signature:	/norman h. zivin/
Date:	04/27/2009

Total Attachments: 5
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TRADEMARK ASSIGNMENT AND ASSUMPTION AGREEMENT

THIS TRADEMARK ASSIGNMENT AND ASSUMPTION AGREEMENT (this "Assignment") is entered into effective as of the 28th day of February, 2009 by and between DONRUSS PLAYOFF, LP, a Delaware limited partnership ("Assignor"), and PANINI AMERICA, INC., a Delaware corporation ("Assignee").

1. Reference to Purchase and Sale Agreement. Reference is made to that certain Asset Purchase Agreement dated effective as of February 28, 2009 (the "Agreement"), by and between Assignor and Assignee, pursuant to which Assignor agreed to sell to Assignee, and Assignee agreed to purchase from Assignor, certain Trademarks and other intellectual property assets as set forth on Schedule I (the "Intellectual Property"). Capitalized terms used herein and not otherwise defined herein shall have the meanings set forth in the Agreement.

2. Assignment. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor grants, sells, conveys, transfers and assigns unto Assignee all of Assignor's right, title and interest throughout the world in and to the Intellectual Property, together with the goodwill of the Business in connection with which the Intellectual Property are used and which is symbolized by the Intellectual Property, along with the rights to police, monitor and enforce the Intellectual Property against any and all past infringements, and to sue for and recover damages and profits for past infringements thereof, together with any and all further privileges throughout the world to establish use, ownership, and or/ registration thereof (collectively, the "Assigned Interests").

3. Affirmative Acts. Assignor agrees to execute and deliver at the request of the Assignee, all papers, instruments, and assignments, and to perform any other reasonable acts the Assignee may require in order to vest all Assignor's rights, title, and interest in and to the Intellectual Property in the Assignee and/or provide evidence to support any of the foregoing in the event such evidence is deemed necessary by the Assignee, to the extent such evidence is in the possession or control of Assignor.

Assignor agrees to perform all affirmative acts which may be necessary or desirable to perfect the above-described transfer of such Intellectual Property, as well as to cooperate with Assignee in obtaining and/or providing information required in any proceedings relating to the Intellectual Property, at Assignee's expense.

4. Assumption. Assignee accepts the foregoing assignment and assumes, from and after the date hereof, all of Assignor's obligations with respect to the Assigned Interests arising from and after the date hereof and agrees to be bound by all of the terms and conditions of the Assigned Interests, and Assignee further agrees that, as between Assignor and Assignee, Assignee shall be responsible for any fees or payments which may be due or payable in connection with any extension or renewal of the terms of any Assigned Interests from and after the date hereof.

6. Binding Effect. The provisions of this Assignment are binding upon, and inure to the benefit of, the successors and assigns of Assignor and Assignee, respectively.

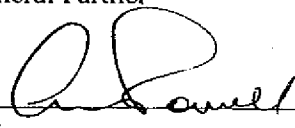
7. Counterparts. This Assignment may be executed in any number of counterparts, each of which will be deemed an original, but all of which when taken together constitutes one

IN WITNESS WHEREOF, the parties have executed this Assignment effective as of the date first above written.

ASSIGNOR:

DONRUSS PLAYOFF, LP,
a Delaware limited partnership

By: Donruss, LLC
a Delaware limited liability company,
its General Partner

By: 
Name: _____
Title: _____

ASSIGNEE:

PANINI AMERICA, INC.,
a Delaware corporation

By: _____
Name: _____
Title: _____

IN WITNESS WHEREOF, the parties have executed this Assignment effective as of the date first above written.

ASSIGNOR:

DONRUSS PLAYOFF, LP,
a Delaware limited partnership

By: Donruss, LLC
a Delaware limited liability company,
its General Partner

By: _____
Name: _____
Title: _____

ASSIGNEE:

PANINI AMERICA, INC.,
a Delaware corporation

By: [Signature]
Name: Aldo Diego Sallustro
Title: President

Schedule I

Intellectual Property

[List Intellectual Property from Schedule 2.1(a) of Asset Purchase Agreement]

DAL 77,390,576v2 3-3-09118189 010100

DONRUSS PLAYOFF, L.P. – U.S. TRADEMARKS

	Serial Number	Reg. Number	Word Mark	Live/ Dead
1	77265672	3584087	AMERICANA	LIVE
2	77366761	3535198	CELEBRITY CUTS	LIVE
3	77366758	3535197	RING KINGS	LIVE
4	76459885	2755819	ROOKIE TICKET	LIVE
5	76625246	3142718	EPI C BATTLES	LIVE
6	76625245	3146076	AFTERWORLD	LIVE
7	76618465	3033914	PACIFIC	LIVE
8	76606521	2996868	FANS OF THE GAME	LIVE
9	76581548	2934576	GREAT AMERICAN TREASURES	LIVE
10	76581547	2934575	ROOKIES & STARS	LIVE
11	76573861	2937477	PASSING THE TORCH	LIVE
12	76573860	2937476	FABRIC OF THE GAME	LIVE
13	76573859	2959173	ALMA MATER MATERIALS	LIVE
14	76573858	2950675	PRIME SIGNATURES	LIVE
15	76573857	2937475	HOGG HEAVEN	LIVE
16	76573856	2937474	HONORS	LIVE
17	76573855	2937473	TIMELESS TREASURES	LIVE
18	76573854	2918729	THROWBACK THREADS	LIVE
19	76573853	2917162	PRIME CUTS	LIVE
20	76573852	2924866	CLASSIC COMBOS	LIVE
21	76573851	2991256	ROOKIE HIDDEN GEMS	LIVE
22	76573850	2937472	NOTABLE NICKNAMES	LIVE
23	76494814	2829524	TOOLS OF THE TRADE	LIVE
24	76483035	2898700	GRIDIRON HERITAGE	LIVE
25	76244937	2687286	NEW GENERATION	LIVE
26	76473053	2882583	TEAM HEROES	LIVE
27	76459883	2758644	JERSEY KINGS	LIVE
28	76438944	2793264	ORIGINALS	LIVE
29	75700659	3548577	AURORA	LIVE
30	75700660	2622654	REVOLUTION	LIVE
31	75234248	2184987	SLIDESHOW	LIVE
32	75112294	2050966	ACTION PACKED	LIVE
33	75052462	2021051	ROOKIE ROLL CALL	LIVE
34	74725598	2133040	SHOW DOWN	LIVE
35	74701225	2031649	CERTIFIED	LIVE
36	74316276	1814437	MASKS	LIVE
37	74216241	1753230	PINNACLE	LIVE
38	73720691	1526835	DONRUSS	LIVE
39	73701321	1499531	SCORE	LIVE

40	76314674	2573648	GRIDIRON KINGS	LIVE
41	76281601	2626937	ROOKIES & STARS	LIVE
42	76255106	2743586	DONRUSS CLASSICS	LIVE
43	76169820	2504176	PIECE OF THE GAME	LIVE
44	75942085	2428482	CONTENDERS	LIVE
45	75906515	2417617	SIGNATURE SERIES	LIVE
46	75847928	2424955	ELITE	LIVE
47	75831159	2421081	SELECT	LIVE
48	75735936	2422219	PAST, PRESENT AND ALWAYS	LIVE
49	75735934	2439433	PLAY FOR KEEPS.	LIVE
50	75551230	2346121	MOMENTUM	LIVE
51	75551229	2285359	PRESTIGE	LIVE
52	74658561	2180920	PLAYOFF ABSOLUTE	LIVE