

**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
Playoff Corporation		02/28/2009	CORPORATION: TEXAS

**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: 9**

Property Type	Number	Word Mark
Registration Number:	2754557	HOME OPENER SOUVENIRS
Registration Number:	2687279	NIFTY FIFTY
Registration Number:	2914104	LEAF
Registration Number:	2626276	CHAMPIONSHIP FABRIC
Registration Number:	2727601	REWARDS
Registration Number:	1816409	PLAYOFF
Registration Number:	1650141	SCORE
Registration Number:	1590866	SCORE
Registration Number:	1255294	DIAMOND KINGS

**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

CH \$240.00 2754557

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 28<sup>th</sup> day of February, 2009 by and between PLAYOFF CORPORATION, a Texas corporation ("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

and the same instrument. The signature and acknowledgment pages of any counterpart may be detached therefrom without impairing the legal effect of the signature(s) and acknowledgment(s) thereon, provided such signature and acknowledgment pages are attached to any other counterpart identical thereto except having additional signature and acknowledgment pages executed and acknowledged by other parties to this Assignment attached thereto.

[Signature page follows.]

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

ASSIGNOR:

PLAYOFF CORPORATION,

a Texas corporation

Curt Cook, CFO

Curt Cook, CFO

TRADEMARK

REF: 000077 FRAME 0000

ASSIGNEE:

**PANINI AMERICA, INC.,  
a Delaware corporation**

By: \_\_\_\_\_



Name: \_\_\_\_\_

*Aldo Hugo Sallustro*

Title: \_\_\_\_\_

*President*

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Schedule I

Intellectual Property

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

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

**PLAYOFF CORPORATION - U.S. TRADEMARKS**

	Serial Number	Reg. Number	Word Mark	Live/Dead
1	76265369	2754557	HOME OPENER SOUVENIRS	LIVE
2	76240458	2687279	NIFTY FIFTY	LIVE
3	76348429	2914104	LEAF	LIVE
4	76169819	2626276	CHAMPIONSHIP FABRIC	LIVE
5	76073061	2727601	REWARDS	LIVE
6	74334501	1816409	PLAYOFF	LIVE
7	74082544	1650141	SCORE	LIVE
8	73822966	1590866	SCORE	LIVE
9	73357849	1255294	DIAMOND KINGS	LIVE

TRADEMARK