

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
Name	Formerly	Execution Date	Entity Type
Impact Sports, Inc.		11/05/2008	CORPORATION: WISCONSIN
<b>RECEIVING PARTY DATA</b>			
Name:	Hat World, Inc.		
Street Address:	7555 Woodland Drive		
City:	Indianapolis		
State/Country:	INDIANA		
Postal Code:	46278		
Entity Type:	CORPORATION: MINNESOTA		
<b>PROPERTY NUMBERS Total: 3</b>			
Property Type	Number	Word Mark	
Serial Number:	76643418	I	
Serial Number:	76643419	I IMPACT SPORTS	
Serial Number:	76643420	IMPACT SPORTS	
<b>CORRESPONDENCE DATA</b>			
Fax Number:	(608)283-1709		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	(608) 257-9521		
Email:	jbyrne@boardmanlawfirm.com		
Correspondent Name:	Joseph W. Byrne		
Address Line 1:	One South Pinckney Street, Fourth Floor		
Address Line 4:	Madison, WISCONSIN 53703		
ATTORNEY DOCKET NUMBER:	33209-2		
NAME OF SUBMITTER:	Joseph W. Byrne		
Signature:	/Joseph W. Byrne/		

OP \$90.00 76643418

Date:

04/30/2009

**Total Attachments: 33**

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ASSET PURCHASE AGREEMENT  
BY AND AMONG

IMPACT SPORTS, INC.,

THE SELLER'S SHAREHOLDERS,

AND

HAT WORLD, INC.

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## ASSET PURCHASE AGREEMENT

This Asset Purchase Agreement (the "Agreement"), made and entered into as of November 5, 2008, is by and among Hat World, Inc., a Minnesota corporation ("Buyer"), Impact Sports, Inc., a Wisconsin corporation ("Seller"), each of the shareholders of Seller listed on the signature page hereto (each a "Shareholder" and collectively the "Shareholders"), and Marvin G. Siegert, as the Shareholders' Representative. Capitalized terms used herein are defined as set forth in Annex A attached hereto.

### RECITALS

Seller owns and operates a business whose principal activity consists of the screen printing and embroidering of athletic apparel for primary schools, universities and other organizations primarily in the Midwestern United States (the "Business");

Seller desires to sell, and Buyer desires to acquire, all of the Assets for the consideration and on the terms set forth in this Agreement; and

The Shareholders constitute all of the shareholders of Seller and are parties to this Agreement for certain purposes as set forth herein.

### AGREEMENT

The parties, intending to be legally bound, and for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, hereby agree as follows:

#### ARTICLE I SALE OF ASSETS; CLOSING

**Section 1.1 Assets to Be Sold.** Upon the terms and subject to the conditions set forth in this Agreement, at the Closing, Seller will sell, convey, assign, transfer and deliver to Buyer, and Buyer will purchase and acquire from Seller, free and clear of any Encumbrances, all of Seller's property and assets, real, personal or mixed, tangible and intangible, of every kind and description, wherever located, including the following assets (but excluding the Excluded Assets):

(a) all tangible personal property owned or leased by Seller (other than the Inventory) (collectively, the "Tangible Personal Property"), including, without limitation, all equipment, furniture, fixtures, machinery, vehicles, office furnishings, computer hardware, instruments, leasehold improvements and spare parts, together with any express or implied warranty by the manufacturers or sellers or lessors of any item or component part thereof and all maintenance records and other documents related thereto, and including, without limitation, the tangible personal property listed on Section 2.5(a) of the Seller Disclosure Schedule;

(b) each contract of the Seller (the "Seller Contracts") listed on Section 1.1(b) of the Seller Disclosure Schedule (the "Assumed Seller Contracts");

(c) all inventories of Seller, wherever located, including all finished goods, work in process, raw materials, spare parts and all other materials and supplies to be used or consumed by Seller in the production of finished goods (collectively, the "Inventory");



(d) all accounts receivable of Seller, billed and unbilled, recorded or unrecorded, accrued and existing, whether or not written off, as of the Closing Date (collectively, the "Accounts Receivable");

(e) except as otherwise provided in Section 1.2(f), all Governmental Authorizations of Seller and all pending applications or renewals for Governmental Authorizations, including those Governmental Authorizations listed on Section 2.11(b) of the Seller Disclosure Schedule;

(f) all books and records of Seller, but excluding the Excluded Records (copies of which will be included in the Assets);

(g) all of the intangible rights and property of Seller, including the Seller Intellectual Property Assets, and all going concern value and goodwill of Seller;

(h) all insurance benefits, including rights and proceeds, arising from events or occurrences with respect to the Assets and the Business before the Closing Date;

(i) all claims of Seller against third parties relating to the Assets or the Business;

(j) all rights of Seller relating to deposits and prepaid expenses, claims for refunds and rights to offset in respect thereof (including any such item related to the payment of Taxes) that are not excluded under Section 1.2(d); and

(k) all other properties and assets of every kind, character and description, tangible or intangible, owned by Seller, whether or not similar to the items specifically set forth above.

All of the property and assets to be transferred to Buyer hereunder are herein referred to collectively as the "Assets." Notwithstanding the foregoing, the transfer of the Assets pursuant to this Agreement will not include the assumption of any liability or obligation in respect thereof unless the Buyer expressly assumes such liability or obligation pursuant to Section 1.3.

**Section 1.2 Excluded Assets.** Notwithstanding anything to the contrary contained in Section 1.1 or elsewhere in this Agreement, the following items (collectively, the "Excluded Assets") are not part of the sale and purchase contemplated hereunder, are excluded from the Assets, and will remain the property of Seller after the Closing:

(a) any Seller Contracts other than the Assumed Seller Contracts;

(b) all books and records that Seller are required by applicable Legal Requirements to maintain in Seller's possession (the "Excluded Records");

(c) the minute books, stock records and corporate seal, as applicable, of Seller;

(d) all of Seller's insurance policies and rights thereunder (except as set forth in Section 1.1(i) and Section 1.1(j));

(e) all rights in connection with and assets of any Employee Benefit Plans;

(f) all Governmental Authorizations of Seller that are not transferable to Buyer; and

(g) all rights of Seller under this Agreement.

PAGES 3 THROUGH 17 REDACTED

(c) True and complete copies of each of the Material Seller Contracts have been delivered to Buyer.

**Section 2.15 Intellectual Property.**

(a) As used herein: (i) "Intellectual Property Assets" means all U.S. and foreign (1) trademarks, service marks, trade names, Internet domain names, designs, logos, slogans and other distinctive indicia of origin, together with goodwill, registrations and applications relating to the foregoing ("Marks"); (2) patents and pending patent applications, invention disclosure statements, and any and all divisions, continuations, continuations-in-part, reissues, reexaminations, and any extensions thereof, any counterparts claiming priority therefrom and like statutory rights ("Patents"); (3) registered and unregistered copyrights (including those in Software), rights of publicity and all registrations and applications to register the same ("Copyrights"); and (4) confidential or proprietary technology, know-how, inventions, processes, formulae, algorithms, models and methodologies ("Trade Secrets"); (ii) "IP Licenses" means all Seller Contracts (excluding "click-wrap" or "shrink-wrap" agreements or agreements contained in "off-the-shelf" Software or the terms of use or service for any Web site) pursuant to which Seller has acquired rights in (including usage rights) or to any Intellectual Property Assets, and licenses and agreements pursuant to which Seller has licensed or transferred the right to use any Intellectual Property Assets, including license agreements, dealer agreements, manufacturing agreements, or other agreements with apparel producers, settlement agreements, and covenants not to sue; (iii) "Software" means all computer programs, including any and all algorithms, models and methodologies, whether in source code or object code form, databases and compilations, including any and all electronic data and electronic collections of data, all documentation, including user manuals and training materials related to any of the foregoing, and the content and information contained on any Web site; and (iv) "Seller Intellectual Property Assets" means the Intellectual Property Assets and Software used in the business of Seller as presently conducted or otherwise held by Seller.

(b) Section 2.15(b) of the Seller Disclosure Schedule sets forth, for the Intellectual Property Assets owned by Seller, (i) a complete and accurate list of all domestic and foreign federal, state and/or provincial: (1) patents issued or pending; (2) trademark registrations and applications for registration (including without limitation, Internet domain name registrations) and material unregistered Trademarks; and (3) all registered Copyrights and material unregistered Copyrights; and (ii) specifies, where applicable, the jurisdictions in which each such Intellectual Property Asset has been issued or registered or in which an application for such issuance and registration has been filed, including the respective registration or application numbers and the names of all registered owners.

(c) Section 2.15(c) of the Seller Disclosure Schedule lists (i) all Software that is owned or exclusively licensed by Seller, and (ii) all IP Licenses.

(d) Seller owns or possesses all licenses or other legal rights to use, sell or license all Seller Intellectual Property Assets, free and clear of all Encumbrances.

(e) Except as set forth in Section 2.15(f) of the Seller Disclosure Schedule, all trademark registrations and applications for registration, patents issued or pending and Copyright registrations and applications for registration, owned or paid for by Seller, are valid and subsisting, in full force and effect and have not lapsed, expired or been abandoned or withdrawn, and are not the subject of any opposition filed with the United States Patent and Trademark Office or any other intellectual property registry anywhere in the world.

(f) Except as set forth in Section 2.15(f) of the Seller Disclosure Schedule:

(i) all Seller Intellectual Property Assets are in compliance with all formal Legal Requirements (including the payment of any required maintenance fees) and are valid, enforceable and subsisting;

(ii) no unresolved claims, or to the Knowledge of Seller, threat of claims, have been asserted by any third party against Seller related to the use in the conduct of the businesses of Seller that the Seller Intellectual Property Assets or the conduct of the business of Seller infringes, misappropriates, dilutes or otherwise violates any Intellectual Property Assets rights of any third party;

(iii) the conduct of the Business does not infringe, misappropriate, dilute or otherwise violate any Intellectual Property Assets rights of any third party;

(iv) to the Knowledge of Seller, no third party is infringing, misappropriating, diluting or violating any Seller Intellectual Property Assets;

(v) no settlement agreements, consents, judgments, orders, forbearances to sue or similar obligations limit or restrict Seller's rights in and to any Seller Intellectual Property Assets;

(vi) Seller has not licensed or sublicensed its rights in any Seller Intellectual Property Assets, or received or, to the Knowledge of Seller, been granted any such rights (except pursuant to "click-wrap" or "shrink-wrap" agreements or agreements contained in "off-the-shelf" Software or the terms of use or service for any Web site), other than pursuant to the IP Licenses;

(vii) Seller has taken commercially reasonable measures to protect the secrecy, confidentiality and value of its Trade Secrets, and the Trade Secrets have not been used, divulged or appropriated either for the benefit of any Person (other than Seller) or to the detriment of Seller; and

(viii) the consummation of the transactions contemplated hereby will not result in the loss or impairment of Buyer's rights to own or use any of the Seller Intellectual Property Assets or obligate Buyer to pay any royalties or other amounts to any third party in excess of the amounts payable by Seller before the Closing, nor will such consummation require the consent of any third party in respect of any Seller Intellectual Property Assets.

**Section 2.16 Relationships with Seller Related Persons.** Except as set forth in Section 2.16 of the Seller Disclosure Schedule, (i) no shareholder, member, manager, director or officer of Seller (any such individual, a "Seller Related Person"), or, to the Knowledge of Seller, any Affiliate or member of the immediate family of any Seller Related Person, is, or has been, directly or indirectly, an owner of more than 5%, or an Affiliate, of any customer or supplier of Seller or otherwise involved in any business arrangement or relationship with Seller or any customer or supplier of Seller, and (ii) no Seller Related Person or, to the Knowledge of Seller, any Affiliate or member of the immediate family of any Seller Related Person, directly or indirectly, owns, or has owned, any material property or right, tangible or intangible, used by Seller.

**Section 2.17 No Undisclosed Liabilities.** Except as set forth in Section 2.17 of the Seller Disclosure Schedule, Seller has no liabilities or obligations, whether accrued or fixed, absolute or contingent, matured or unmatured, determined or determinable, except for (i) liabilities or obligations reflected or reserved against in the Reference Balance Sheet and (ii) current liabilities incurred in the ordinary course of business of Seller consistent with past practice since the Reference Balance Sheet Date.

PAGES 20 THROUGH 41 REDACTED

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

Buyer:

HAT WORLD, INC

By: Ken Kocher

Name: Ken Kocher

Its: President

Seller:

IMPACT SPORTS, INC.

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

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

Its: \_\_\_\_\_

Shareholders:

\_\_\_\_\_  
Paul J. Brunelle

\_\_\_\_\_  
Thomas J. Handien

\_\_\_\_\_  
John R. Handien

\_\_\_\_\_  
Gerald L. Kilcoyne

\_\_\_\_\_  
Roger W. Kilcoyne

\_\_\_\_\_  
Stephen D. Kittleson

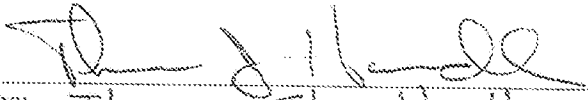
Signature Page to Asset Purchase Agreement

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

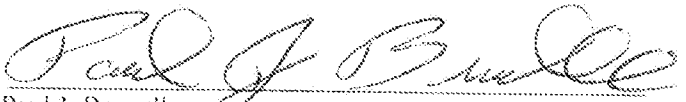
**Buyer:**  
**HAT WORLD, INC.**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

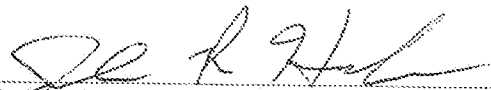
**Seller:**  
**IMPACT SPORTS, INC.**

By:   
Name: Thomas John Handlen  
Its: President

**Shareholders:**

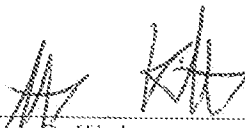
  
Paul J. Brunelle

  
Thomas J. Handlen

  
John R. Handlen

\_\_\_\_\_  
Gerald L. Kilcoyne

\_\_\_\_\_  
Roger W. Kilcoyne

  
Stephen D. Kittleson

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

**Buyer:**  
**HAT WORLD, INC.**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

**Seller:**  
**IMPACT SPORTS, INC.**

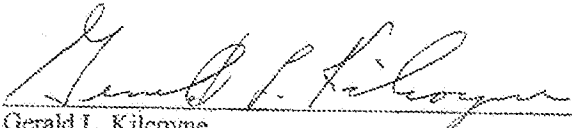
By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

**Shareholders:**

\_\_\_\_\_  
Paul J. Brunelle

\_\_\_\_\_  
Thomas J. Handlen

\_\_\_\_\_  
John R. Handlen

  
\_\_\_\_\_  
Gerald L. Kilcoyne

  
\_\_\_\_\_  
Roger W. Kilcoyne

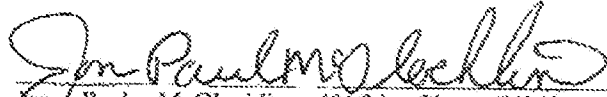
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Stephen D. Kittleson

Signature Page to Asset Purchase Agreement

**TRADEMARK**

**REEL: 003979 FRAME: 0543**



  
Jon Paul McGlocklin 401(k) Plan F/B/O Jon  
McGlocklin, by Jon Paul McGlocklin, Trustee

\_\_\_\_\_  
Daniel C. Paltz

\_\_\_\_\_  
Craig W. Reisdorf

\_\_\_\_\_  
Jeffrey C. Ragatz

\_\_\_\_\_  
Siegert Trust dated June 4, 1997, by Marvin G. Siegert,  
Trustee

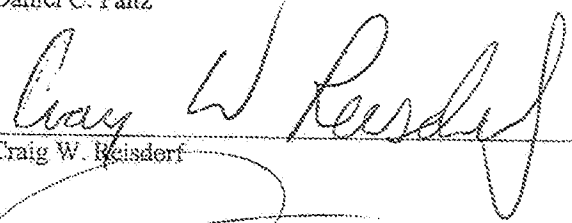
\_\_\_\_\_  
Tarek M. Saich

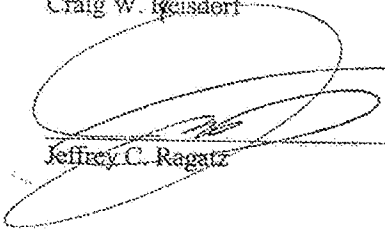
Shareholders' Representative:

\_\_\_\_\_  
Marvin G. Siegert

Jon Paul McGlocklin 401(k) Plan F/B/O Jon  
McGlocklin, by Jon Paul McGlocklin, Trustee

\_\_\_\_\_  
Daniel C. Paltz

  
\_\_\_\_\_  
Craig W. Reisdorf

  
\_\_\_\_\_  
Jeffrey C. Ragatz

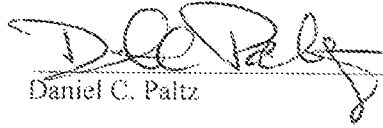
\_\_\_\_\_  
Siegert Trust dated June 4, 1997, by Marvin G. Siegert,  
Trustee

\_\_\_\_\_  
Tarek M. Saleh

Shareholders' Representative:

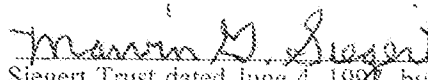
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Marvin G. Siegert

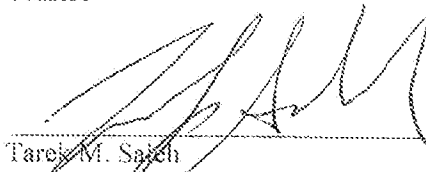
Jon Paul McGlocklin 401(k) Plan F/B/O John  
McGlocklin, by Jon Paul McGlocklin, Trustee

  
Daniel C. Paltz

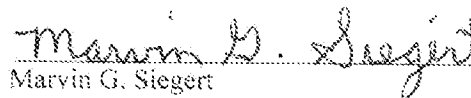
Craig W. Reisdorf

Jeffrey C. Ragatz

  
Siegert Trust dated June 4, 1997, by Marvin G. Siegert,  
Trustee

  
Tarek M. Saleh

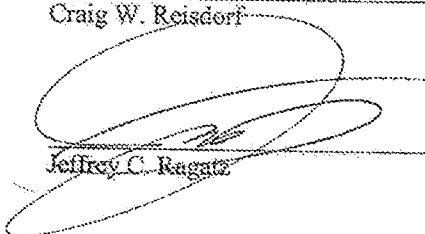
Shareholders' Representative:

  
Marvin G. Siegert

\_\_\_\_\_  
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\_\_\_\_\_  
Siegert Trust dated June 4, 1997, by Marvin G. Siegert,  
Trustee

\_\_\_\_\_  
Terek M. Saieh

**Shareholders' Representative:**

\_\_\_\_\_  
Marvin G. Siegert

Signature Page to Asset Purchase Agreement

**TRADEMARK**

**REEL: 003979 FRAME: 0547**

ANNEX A REDACTED

ANNEX B REDACTED

EXHIBIT A REDACTED

EXHIBIT B REDACTED



EXHIBIT C REDACTED

**SELLER DISCLOSURE SCHEDULES**

PAGES 2 THROUGH 28 REDACTED

**Section 2.15(b)**

**Intellectual Property**

**Registered with USPTO Trademarks:**

I – design – serial number 76643418 – see attached

I IMPACT SPORTS – design and mark – serial number 76643419 – see attached

IMPACT SPORTS – mark – serial number 76643420 – see attached

**Material Unregistered Trademarks:**

None

**Registered Copyrights:**

None

**Material Unregistered Copyrights:**

None

**Patents:**

None

PAGES 30 THROUGH 48 REDACTED



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<b>Word Mark</b>	I
<b>Goods and Services</b>	IC 025. US 022 039. G & S: Clothing and clothing accessories, namely, shirts, polo shirts, t-shirts, long-sleeve t-shirts, sweat shirts, crew-neck sweat shirts, hooded sweat shirts, sweat pants, warm-up suits, shorts, athletic practice jerseys, hats, and caps
<b>Mark Drawing Code</b>	(3) DESIGN PLUS WORDS, LETTERS, AND/OR NUMBERS
<b>Design Search Code</b>	26.03.16 - Ovals touching or intersecting 26.03.17 - Concentric ovals; Concentric ovals and ovals within ovals; Ovals within ovals; Ovals, concentric 26.03.21 - Ovals that are completely or partially shaded
<b>Serial Number</b>	<b>76643418</b>
<b>Filing Date</b>	July 22, 2005
<b>Current Filing Basis</b>	1B
<b>Original Filing Basis</b>	1B
<b>Published for Opposition</b>	April 11, 2006
<b>Owner</b>	(APPLICANT) Impact Sports, Inc. CORPORATION WISCONSIN 4151 Anderson Road DeForest WISCONSIN 53532
<b>Attorney of Record</b>	Joseph W. Byrne
<b>Type of Mark</b>	TRADEMARK
<b>Register</b>	PRINCIPAL
<b>Live/Dead Indicator</b>	LIVE

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**Word Mark** I IMPACT SPORTS

**Goods and Services** IC 025. US 022 039. G & S: Clothing and clothing accessories, namely, shirts, polo shirts, t-shirts, long-sleeve t-shirts, sweatshirts, crew-neck sweatshirts, hooded sweatshirts, sweat pants, warm-up suits, shorts, athletic practice jerseys, hats, and caps

**Mark Drawing Code** (3) DESIGN PLUS WORDS, LETTERS, AND/OR NUMBERS

**Design Search Code** 26.03.16 - Ovals touching or intersecting  
26.03.17 - Concentric ovals; Concentric ovals and ovals within ovals; Ovals within ovals; Ovals, concentric  
26.03.21 - Ovals that are completely or partially shaded

**Serial Number** 76643419

**Filing Date** July 22, 2005

**Current Filing Basis** 1B

**Original Filing Basis** 1B

**Owner** (APPLICANT) Impact Sports, Inc. CORPORATION WISCONSIN 4525 Pflaum Road Madison WISCONSIN 53718

**Attorney of Record** Joseph W. Byrne

**Type of Mark** TRADEMARK

**Register** PRINCIPAL

**Live/Dead Indicator** LIVE

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# IMPACT SPORTS

<b>Word Mark</b>	IMPACT SPORTS
<b>Goods and Services</b>	IC 025. US 022 039. G & S: Clothing and clothing accessories, namely, shirts, polo shirts, t-shirts, long-sleeve t-shirts, sweatshirts, crew-neck sweatshirts, hooded sweatshirts, sweat pants, warm-up suits, shorts, athletic practice jerseys, hats, and caps
<b>Standard Characters Claimed</b>	
<b>Mark Drawing Code</b>	(4) STANDARD CHARACTER MARK
<b>Serial Number</b>	<b>76643420</b>
<b>Filing Date</b>	July 22, 2005
<b>Current Filing Basis</b>	1B
<b>Original Filing Basis</b>	1B
<b>Owner</b>	(APPLICANT) Impact Sports, Inc. CORPORATION WISCONSIN 4525 Pflaum Road Madison WISCONSIN 53718
<b>Attorney of Record</b>	Joseph W. Byrne
<b>Type of Mark</b>	TRADEMARK
<b>Register</b>	PRINCIPAL
<b>Live/Dead Indicator</b>	LIVE

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