

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	NUNC PRO TUNC ASSIGNMENT
EFFECTIVE DATE:	01/01/2009

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
NB Trademarks, Inc.		04/29/2009	CORPORATION: DELAWARE
Loncor Resources, Inc.		04/29/2009	CORPORATION: CANADA

RECEIVING PARTY DATA

Name:	Yaletown Sports USA, LLC
Street Address:	61 Evergreen Lane
City:	Glastonbury
State/Country:	CONNECTICUT
Postal Code:	06033
Entity Type:	LIMITED LIABILITY COMPANY: CONNECTICUT

PROPERTY NUMBERS Total: 11

Property Type	Number	Word Mark
Registration Number:	1722170	ALIEN SPORT
Registration Number:	2026089	ALIEN SPORT
Registration Number:	2194527	
Registration Number:	2702377	ALIEN TUTCH
Registration Number:	3137635	ALIEN
Registration Number:	3221151	ALIEN
Registration Number:	3221150	ALIEN GOLF
Registration Number:	3143999	ALIEN GOLF
Serial Number:	76632000	ALIENGOLF.COM
Serial Number:	76632001	ALIENSPORT.COM
Serial Number:	76602597	TOUR SHOT

CH \$290.00 1722170

CORRESPONDENCE DATA

Fax Number: (860)392-5058
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: (860)392-5014
Email: trademark@jordenusa.com
Correspondent Name: Diane Duhaime
Address Line 1: 175 Powder Forest Drive
Address Line 2: Suite 301
Address Line 4: Simsbury, CONNECTICUT 06089

ATTORNEY DOCKET NUMBER:	50099-0001
NAME OF SUBMITTER:	Diane Duhaime
Signature:	/Diane Duhaime/
Date:	06/11/2009

Total Attachments: 6
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TRADEMARK ASSIGNMENT

WHEREAS, NB TRADEMARKS, INC., a Delaware corporation, located at 300, 404 6th Avenue S.W., Calgary, AB T2P 0R9, ("**Assignor**"), has adopted and, through its related companies and licensees, used and is using and is the sole owner of the marks set forth in the attached Schedule 1 (the "**Marks**");

WHEREAS, Loncor Resources Inc., an Ontario corporation, located at 300, 404 6th Avenue S.,W., Calgary, AB T2P 0R9 ("**Loncor**") as the sub-licensor of Assignor, and The Forzani Group Ltd. are parties to an "Exclusive Sub-License Agreement" with an effective date of September 1, 2005 (the "**Exclusive Sub-License Agreement**"); and

WHEREAS, YALETOWN SPORTS USA, LLC, a Connecticut limited liability company, located at 61 Evergreen Lane, Glastonbury, CT 06033 ("**Assignee**"), intending to succeed to the ongoing and existing business of Assignor in the Marks, desires to obtain all of Assignor's right, title and interest in and to the Marks and the Exclusive Sub-License Agreement;

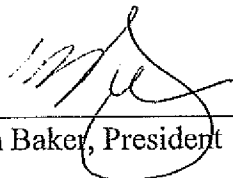
NOW, THEREFORE, effective as of January 1, 2009, for good and valuable consideration, the receipt of which is hereby acknowledged: (1) Assignor does hereby assign to Assignee all of its right, title and interest in and to the Marks, including, without limitation, all of the identified registrations and applications therefor, together with the goodwill of the business symbolized by the Marks, free and clear of all liens, claims, charges, security interests and other interests or encumbrances, to be held and enjoyed by Assignee as fully and entirely as the same would have been held by Assignor had this assignment not been made, and together with Assignor's right to sue and recover for past, present and future infringements of the Marks and related claims, including, without limitation, the right to sue for injunctive relief and collect damages; and (2) Loncor does hereby assign to Assignee all of its rights and interest in and to the

Exclusive Sub-License Agreement, including, without limitation, the right to receive royalties payable under the Exclusive Sub-License Agreement.

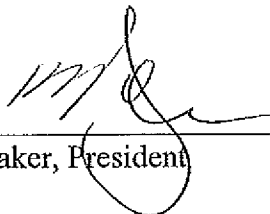
Assignor shall execute and deliver to Assignee such documents as reasonably requested by Assignee to register, evidence or perfect Assignee's rights under this Trademark Assignment.

IN WITNESS WHEREOF, each of Assignor and Loncor has caused this instrument to be hereunto executed, sealed and delivered by its authorized representative as of January 1, 2009.

NB TRADEMARKS, INC.

By: 
Kevin Baker, President

LONCOR RESOURCES INC.

By: 
Kevin Baker, President

CANADA) IN THE MATTER a Trademark Assignment
) by NB Trademarks, Inc. and
ALBERTA)
PROVINCE OF ONTARIO) Loncor Resources Inc. in favour of
) Yaletown Sports USA, LLC
TO WIT:)

On this 29 day of April, 2009, before me, Arnette Lane Scott, the undersigned officer, personally appeared Kevin R. Baker, who acknowledged himself to be the President of NB TRADEMARKS, INC., a corporation, and that he, as such President, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself as President.

In witness whereof I hereunto set my hand.

Arnette Lane Scott
Notary Public

CANADA) IN THE MATTER a Trademark Assignment
) by NB Trademarks, Inc. and
ALBERTA)
PROVINCE OF ONTARIO) Loncor Resources Inc. in favour of
) Yaletown Sports USA, LLC
TO WIT:)

On this 29 day of April, 2009, before me, Arnette Lane Scott, the undersigned officer, personally appeared Kevin R. Baker, who acknowledged himself to be the President of LONCOR RESOURCES INC., a corporation, and that he, as such President, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself as President.

In witness whereof I hereunto set my hand.

Arnette Lane Scott
Notary Public

Agreed and acknowledged on
this _____ day of _____, 2009:

YALETOWN SPORTS USA, LLC

By _____
Name: Scott Collisson
Title: President

CANADA

PROVINCE OF ONTARIO

TO WIT:

) IN THE MATTER a Trademark Assignment
) by NB Trademarks, Inc. and
) Loncor Resources Inc. in favour of
) Yaletown Sports USA, LLC
)

On this ___ day of _____, 2009, before me, _____, the undersigned officer, personally appeared Kevin R. Baker, who acknowledged himself to be the President of NB TRADEMARKS, INC., a corporation, and that he, as such President, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself as President.

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Notary Public

CANADA

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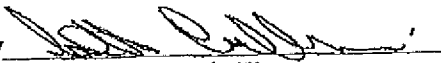
In witness whereof I hereunto set my hand.

Notary Public

Agreed and acknowledged on
this 29th day of April, 2009:

YALETOWN SPORTS USA, LLC

By



Name: Scott Collisson

Title: President

SCHEDULE 1

Trademarks

U.S. TRADEMARKS

Trademark	Reg/n No.
ALIEN SPORT	1,722,170
ALIEN SPORT & Design	2,026,089
ALIEN 1 Wedge Design	2,194,527
ALIEN TUTCH	2,702,377
ALIEN Logo	3,137,635
ALIEN & Design	3,221,151
ALIEN GOLF & Design	3,221,150
ALIEN GOLF Logo	3,143,999
aliengolf.com	Appl. No. 76/632,000
aliensport.com	Appl. No. 76/632,001
TOURSHOT	Appl. No. 76/602,597

AUSTRALIA TRADEMARKS

Trademark	Reg/n No.
ALIEN SPORT	580,976
ALIEN TUTCH	705,868

CANADA TRADEMARKS

Trademark	Reg/n No.
ALIEN SPORT	438,287
ALIEN TUTCH	527,664
TOURSHOT	Appl. No. 1232973

GERMAN TRADEMARKS

Trademark	Reg/n No.
ALIEN SPORT	2,051,911

JAPAN TRADEMARKS

Trademark	Reg/n No.
ALIEN SPORT	4014725
ALIEN TUTCH	4135494

SOUTH AFRICA TRADEMARKS

Trademark	Reg/n No.
ALIEN SPORT	92/5335
ALIEN TUTCH	96/6843

TAIWAN TRADEMARKS

Trademark	Reg/n No.
ALIEN TUTCH	768981
ALIEN SPORT	768963

UK TRADEMARKS

Trademark	Reg/n No.
ALIEN SPORT	1504485

EUROPEAN COMMUNITY TRADEMARKS

Trademark	Reg/n No.
ALIEN SPORT & Design	316695
ALIEN TUTCH	280842