

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
ForeFront Holdings, Inc.		05/15/2009	CORPORATION: FLORIDA
ForeFront Group, Inc.		05/15/2009	CORPORATION: FLORIDA
ForeFront Devant, Inc.		05/15/2009	CORPORATION: FLORIDA
ForeFront Burton, Inc.		05/15/2009	CORPORATION: FLORIDA
ForeFront Multimedia, LLC		05/15/2009	LIMITED LIABILITY COMPANY: FLORIDA

RECEIVING PARTY DATA

Name:	Dynamic Brands, LLC
Street Address:	8575 Magellan Parkway
Internal Address:	Suite 1000
City:	Richmond
State/Country:	VIRGINIA
Postal Code:	23227
Entity Type:	LIMITED LIABILITY COMPANY: VIRGINIA

PROPERTY NUMBERS Total: 2

Property Type	Number	Word Mark
Registration Number:	3215630	BURTON
Registration Number:	3443355	QUICK GRAB

CORRESPONDENCE DATA

Fax Number: (804)698-5142
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 8046971278
 Email: trademarks@troutmansanders.com
 Correspondent Name: Robert L. Brooke
 Address Line 1: 600 Peachtree Street, N.E., Suite 5200
 Address Line 2: Bank of America Plaza

OP \$65.00 3215630

Address Line 4: Atlanta, GEORGIA 30308-2216

ATTORNEY DOCKET NUMBER:	017981.1
NAME OF SUBMITTER:	Robert L. Brooke
Signature:	/Robert L. Brooke/
Date:	07/09/2009

Total Attachments: 20

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ASSET PURCHASE AGREEMENT

This ASSET PURCHASE AGREEMENT ("Agreement") dated May 15, 2009 is by and among Dynamic Brands, LLC, a Virginia limited liability company ("Purchaser") and ForeFront Holdings, Inc., a Florida corporation, ForeFront Group, Inc., a Florida corporation, ForeFront Devant, Inc., a Florida corporation, ForeFront Burton, Inc., a Florida corporation, and ForeFront Multimedia, LLC, a Florida limited liability company (collectively the ForeFront companies are the "Seller").

RECITALS

The Seller is in the business of manufacturing and distributing golf, golf related and sporting merchandise (the "Business"); and

The Purchaser wishes to purchase or acquire from the Seller and the Seller wishes to sell, assign and transfer to the Purchaser, substantially all of the assets and properties held in connection with, necessary for, or material to the business and operations of the Business.

AGREEMENT

In consideration of the mutual covenants, representations and warranties made herein, and of the mutual benefits to be derived hereby, the Purchaser and the Seller, intending to be legally bound, agree as follows:

SECTION 1

DESCRIPTION OF TRANSACTION.

1.1 PURCHASE AND SALE OF ASSETS. Subject to and upon the terms and conditions set forth in this Agreement, at the Closing, as hereinafter defined in Paragraph 1.3, the Seller will sell, convey, transfer, assign and deliver to the Purchaser, and the Purchaser, will purchase or acquire from the Seller, all right, title and interest of the Seller in and to the properties, assets and rights of every nature, kind and description, tangible and intangible, whether real, personal or mixed, whether accrued, contingent or otherwise and whether now existing or hereinafter acquired, primarily related to or used or held for use in connection with the Business as the same may exist on the day of Closing (collectively,

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the "Assets"), including without limitation all those items in the following categories:

(a) Fixed Assets. All equipment, furniture, furnishings, office equipment, tooling, dies, molds and parts and similar property (the "Fixed Assets"). Once approved by the Purchaser, a listing of the Fixed Assets shall be attached hereto as EXHIBIT A and incorporated by reference into this Agreement;

(b) Inventory. All inventories of products, goods, spare parts, replacement and component parts (collectively, the "Inventory"), including Inventory held at any location controlled by the Seller and Inventory previously purchased and in transit to the Seller at such location(s), as listed in EXHIBIT B hereof. The Inventory shall be adjusted at the Closing to reflect the number of units agreed upon by the parties upon the completion of the physical accounting of the Inventory taken by the parties prior to the Closing and valued in accordance with generally accepted accounting principles (the "Closing Inventory") and accounting for any transactions occurring from the date of the Closing Inventory to the Closing Date. Damaged, obsolete, unsaleable or discontinued items, which are not saleable or usable in the ordinary course shall not be valued, but will be included in the Inventory. The Inventory specifically excludes inventory in the Seller's possession which has already been paid for by a customer ("Customer-Owned Inventory"). Once completed and approved by the Purchaser the Closing Inventory shall be attached hereto as EXHIBIT B and incorporated by reference into this Agreement. Notwithstanding the foregoing, the Closing Inventory shall not include any licensed merchandise unless the Purchaser has received confirmation prior to the Closing Date that the Purchaser has the right to sell such merchandise.

(c) Accounts Receivable. All accounts receivable held by the Seller plus all rights to receive payments held by the Seller ("Accounts Receivable"). Once approved by the Purchaser, a listing of the included Accounts Receivable shall be attached hereto as EXHIBIT C and incorporated by reference into this Agreement;

(d) Intellectual Property Rights. All rights (including but not limited to any and all Intellectual Property rights) in and to the products sold or leased and in and to any products or other Intellectual Property rights under research or in development prior to or on the day of Closing. At the Closing, all trademarks, trade names, patents, assignments and licenses owned by the Seller for the Assets will become the property of the Purchaser (hereafter, the "Transferred Intellectual Property"). In addition, and at no cost to the Purchaser, the Seller will convey and quit claim to the Purchaser any right it has or may have in or to any other

assets, patents, trade secrets and know how necessary or desirable for use in the operation of the Seller's business. A listing of the Transferred Intellectual Property owned by the Seller for the Assets shall be attached hereto as EXHIBIT D and incorporated by reference into this Agreement. Transferred Intellectual Property shall specifically include, but not be limited to, all trademarks, patents, copyrights, assignments and licenses for the Devant, Burton, Datrek, Sir Christopher Hatton and Miller Golf brands.

In addition, all Intellectual Property and all rights thereunder or in respect thereof primarily relating to or used or held for use in connection with the Business, including, but not limited to, rights to sue for and remedies against past, present and future infringements thereof, and right of priority and protection of interests therein under the laws of any jurisdiction, and all tangible embodiments thereof.

(e) Contractual Rights. All of the rights of the Seller under all contracts, arrangements, licenses, leases and other agreements, and including, without limitation, any right to receive payment for products sold or services rendered and the right to receive goods and services pursuant to such agreements and to assert claims and take other rightful actions in respect of breaches, defaults and other violations of such contracts, arrangements, licenses, leases and other agreements and otherwise. Prior to the Closing, the Purchaser will acknowledge that it has received, reviewed and has agreed to assume the leases, agreements and contracts (together "Agreements") to which the Seller is a party that are listed on EXHIBIT E. Once approved by the Purchaser, the EXHIBIT E listing of the assumed Agreements shall be attached hereto and incorporated by reference into this Agreement. The Seller agrees that it will perform any action and cooperate in any way necessary to ensure that the Agreements listed on EXHIBIT E are validly assigned to Purchaser. The Seller acknowledges that the Purchaser is still conducting due diligence and final determination of the assumed contractual rights is not yet determined.

(f) Written Materials. All books, records, manuals and other materials (in any form or medium), including, without limitation, all records and materials, advertising matter, catalogues, price lists, correspondence, mailing lists, lists of customers, distribution lists, photographs, production data, sales and promotional materials and records, purchasing materials and records, personnel records, manufacturing and quality control records and procedures, blueprints, research and development files, records, data and laboratory books, Intellectual Property disclosures, media materials, accounting records, sales order files and litigation files.

(g) Governmental Approvals. To the extent their transfer is permitted by law, all governmental approvals, industry approvals, and all certifications of any nature assigned to the Seller, including all applications therefore.

(h) Legal Rights.

(i) All rights to causes of action, lawsuits, judgments, claims and demands of any nature available to or being pursued by the Seller with respect to the Business or the ownership, use, function or value of any Asset, whether arising by way of counterclaim or otherwise; and

(ii) All guaranties, warranties, indemnities and similar rights in favor of the Seller with respect to any Asset.

At the Closing the Assets shall be transferred or otherwise conveyed to the Purchaser free and clear of all liabilities, obligations, liens and encumbrances.

(i) No Liabilities. With the exception of certain agreed upon ongoing business commitments listed on Exhibit E that will be assumed by the Purchaser, the Purchaser's purchase of the Assets expressly excludes any and all Seller liabilities, including, but not limited to, Trade Accounts Payable, Accrued Payroll, Payroll Taxes, IRS Interest and Penalty, SBA Loan(s), Notes and Loans Payable and associated Accrued Interest, Income Taxes Payable, and any and all other liabilities not otherwise specified.

(j) Special Provisions. The Seller has expressly agreed to the following special provisions:

(i) Baldwyn, Mississippi Lease. The Purchaser shall have the right to continue full use of the warehouse in Baldwyn, Mississippi. The Purchaser shall pay all expenses to operate the warehouse, excepting that for ninety (90) days from the Closing Date such use of the warehouse by The Purchaser shall be rent-free. Commencing on the 91st day, if applicable, the Purchaser shall have the right to extend its use of the warehouse under the same terms on a month-to-month basis.

(ii) Brentwood, Tennessee Office. The Purchaser shall use a portion of the Seller's office space in Brentwood, Tennessee to facilitate an orderly removal and transition of the purchased assets. The Purchaser shall reimburse the Seller, on a pro rata allocation based upon the percentage of office space being used by the Purchaser, for its share of the office space.

1.2 PURCHASE PRICE.

(a) Aggregate Purchase Price. The aggregate purchase price payable by the Purchaser for the Assets (the "Purchase Price") shall be Four Million Eight Hundred and Six Thousand Dollars (\$4,806,000), subject to adjustment by the terms of this Agreement, payable to the Seller at the Closing, as hereinafter defined.

(b) Purchase Price Allocation.

(i) Accounts Receivable. Accounts Receivable shall be scheduled and valued at One Million Two Hundred and Ninety Seven Thousand Dollars (\$1,297,000). The parties agree that there shall be a post-Closing adjustment on the 60th day following the Closing to reflect any variation in the Accounts Receivable from April 30, 2009.

(ii) Inventory. The Inventory shall be valued at One Million Eight Hundred and Ninety Three Thousand Dollars (\$1,893,000). The parties agree that there shall be a post-Closing adjustment on the 60th day following the Closing to reflect any variation in the Inventory from April 30, 2009. Damaged, obsolete, unsaleable or discontinued items, which are not saleable or usable in the ordinary course, shall not be valued, but will be included in the Inventory.

(iii) Property and Equipment, ("Fixed Assets"). Fixed Assets will be valued at One Million Six Hundred and Fifteen Thousand Dollars (\$1,615,000). No Fixed Assets shall be sold, transferred or disposed of prior to the Closing. The parties agree that there shall be a post-Closing adjustment on the 60th day following the Closing to reflect any variation in the Fixed Assets from April 30, 2009.

(iv) Assumed Liabilities. The parties acknowledge that the Purchase Price, once adjusted in accordance with Paragraph 1.2(b)(i), (ii), and (iii), shall be decreased by Seven Hundred and Forty Two Thousand Dollars (\$742,000) for certain fixed liabilities assumed by the Purchaser.

(v) Escrow Agreement. The parties hereby agree that Three Hundred Thousand Dollars (\$300,000) from the Seller's proceeds shall be placed in escrow for the sixty (60) day post-Closing adjustment period required in Paragraph 1.2(b)(i), (ii), and (iii) (the "Escrowed Funds"). On or before the sixtieth (60th) day after the Closing, the Purchaser and the Seller shall agree in writing as to the final purchase price. Once finalized and agreed to, the Escrow Agent shall be given

instructions from the Purchaser and the Seller as to the release and payment of the Escrowed Funds.

1.3 CLOSING.

(a) The closing of the sale of the Assets to Seller (the "Closing") shall occur on May 15, 2009, or on such other date mutually agreed to by the parties (the "Closing Date"). The Purchaser shall pay the Purchase Price to the Seller by wire transfer.

(b) At the Closing:

(i) The Purchaser and the Seller shall each deliver to the other any and all documents required by this Agreement.

(ii) The Seller employees listed on EXHIBIT F shall each deliver to the Purchaser an executed Independent Contractor, Employment or Consulting Agreement, as determined by the Purchaser in its sole discretion.

(iii) The Seller shall execute and deliver to the Purchaser a restrictive covenant release ("Restrictive Covenant Release") for each employee identified on EXHIBIT F.

(iv) The Purchaser and the Seller shall together enter into an Escrow Agreement for the Escrowed Funds.

1.4 CONDITIONS PRECEDENT TO CLOSING.

(a) Satisfaction by the Purchaser with the results of its investigation of the financial and corporate records of the Seller.

(b) Satisfaction by the Purchaser with the purchase price allocation and tax structure.

(c) Satisfaction by the Purchaser with the terms for certain independent contractor, employment or consulting agreements.

(d) Satisfaction by the Purchaser with the Restrictive Covenant Releases.

(e) Satisfaction by the Purchaser with the terms for assignment and assumption of designated contracts and agreements.

(f) Satisfaction by the Purchaser with the Bill of Sale for the Assets.

SECTION 2
REPRESENTATIONS AND WARRANTIES:
FOREFRONT

The Seller hereby represents and warrants to the Purchaser as follows:

2.1 ORGANIZATION, POWERS AND QUALIFICATION. The Seller is a corporation duly organized and validly existing under the laws of the State of Florida and has all requisite corporate power and authority to own its properties and assets and carry on its business as now conducted. The Seller is qualified to do business and is in good standing as a foreign corporation in each jurisdiction in which the failure to qualify would have a material adverse effect on its business and financial condition. The Seller has or will deliver to the Purchaser copies of its Articles of Incorporation and Bylaws as currently are in effect.

2.2 SUBSIDIARIES; INTERESTS IN OTHER COMPANIES. Excepting as disclosed in writing to the Purchaser, the Seller does not own, directly or indirectly, voting stock or interests in any corporation, partnership, joint venture, business trust or other business entity.

2.3 AUTHORITY; BINDING NATURE OF AGREEMENT. The Board of Directors of the Seller has authorized the execution, delivery and performance of this Agreement and has authorized the transactions contemplated by this Agreement. The Seller has the power and authority to execute, deliver and perform this Agreement and the Agreement is valid, binding and enforceable against the Seller in accordance with its terms.

2.4 FINANCIAL STATEMENTS. The Seller has or will deliver to the Purchaser its unaudited balance sheet and income statement for April 30, 2009 and its audited financial statements for the fiscal year ending December 31, 2008 (collectively, the "ForeFront Financial Statements"), copies of which shall be attached hereto as EXHIBIT G and incorporated herein for all purposes. The following representations by the Seller are true and accurate:

(a) To the best knowledge of the Seller the ForeFront Financial Statements are complete and correct in all respects, and present fairly the financial condition and position of the Seller.

(b) To the best knowledge of the Seller all information for all periods covered by the ForeFront Financial Statements contains all adjustments, consisting only of normally recurring accruals, necessary for a fair presentation of the results for such periods.

(c) All assets and liabilities, including the accounts receivable balance, are properly stated.

(d) The Seller acknowledges that the Purchaser has relied on the accuracy of the ForeFront Financial Statements when determining the Purchase Price identified in Section 1.2.

2.5 PROPERTY, CONTRACTS AND OTHER DATA. The Seller has provided to the Purchaser true and complete copies of all documents described in this Agreement, to include the Exhibits. Except as disclosed to the Purchaser in writing, the Seller has performed all of the obligations required to be performed by it to date and is not in default in any material respect under any of the agreements, contracts, instruments or documents described in this Agreement, to include the Exhibits, and to be assumed by the Purchaser, nor, to the best knowledge of the Seller, is any other party to such agreements, contracts, instruments or documents in default thereunder.

2.6 TAXES. The Seller has filed all federal, state, local and other tax returns and reports, if any, required to be filed by it for the Assets and such returns properly reflect such tax liability of the Seller for the Assets in all material respects for the periods covered thereby. The Seller has paid all taxes, if any, shown to be due and payable on said returns and reports. The Seller has established reserves adequate for the payment of all taxes related to the Assets for the period from December 31, 2008 through the Closing Date, and the Seller will disclose the dollar amount of such reserves to the Purchaser prior to the Closing Date.

2.7 TITLE TO ASSETS. The Seller has good and marketable title to all of the Assets, free and clear of all mortgages, pledges, liens, security interests, conditional sale agreements, royalties, charges, encumbrances, claims and restrictions of every kind and nature except as otherwise disclosed.

2.8 LEGAL PROCEEDINGS. There is no legal, administrative, arbitration or other proceeding or governmental investigation pending (or

to the best knowledge of the Seller threatened, probable or possible) related to the Assets to which the Seller is (or may become) a party.

2.9 BROKERS AND FINDERS. Neither the Seller nor any of its officers, directors or employees has employed any broker or finder or incurred any liability for any brokerage fees, commissions or finder's fees in connection with the transactions contemplated by this Agreement.

2.10 COMPLIANCE WITH LAWS. The execution and delivery of this Agreement and the consummation of the transactions contemplated will not (i) conflict with, or result in any breach or violation by the Seller of, or constitute a default by the Seller under, its Articles of Incorporation, as amended or restated, or Bylaws, or, any statute, law, ordinance, regulation or other requirement applicable to the Seller or (ii) except as stated in this Agreement or the Exhibits hereto, would result in any breach or violation of, termination of or default under any agreement or instrument to which the Seller is a party or by which it is bound.

2.11 LICENSES. The Seller holds or has obtained all other governmental permits, licenses, consents, approvals and waivers necessary for the lawful conduct of its business related to the Assets. The Seller agrees to assign all such permits, licenses, approvals and waivers to the Purchaser effective on the date of Closing.

2.12 CONDITION OF THE ASSETS. All of the Assets of the Seller are in good operating condition and repair, subject only to ordinary wear and tear which is not such as to render the Assets less than substantially fit for the purposes for which they are being used.

2.13 ABSENCE OF CHANGES. Since December 31, 2008, except as otherwise provided in this Agreement:

(a) The Seller has carried on its business in a manner in accordance with past practices and in a manner which is to the best of the Seller's knowledge and belief is reasonable and prudent.

(b) The Seller has not engaged in any transaction out of the ordinary course of business, including the purchase, sale, assignment, license or other disposition or transfer of any of the Assets.

(c) The Seller has not taken any action or, to the extent the same is within its reasonable control, permitted any action to be taken inconsistent with preserving its existing business relations with customers, suppliers and others with whom it has a business relationship.

(d) The Seller has not encumbered or permitted to be encumbered any Asset except in the ordinary course of business.

(e) The Seller has not licensed, assigned, transferred or conveyed to any third party any property or right necessary to the conduct of its current business as relates to any or all of the Assets.

(f) The Seller has not entered into any other transaction(s) which would result in the transfer by the Seller of any or all of its Assets.

(g) The Seller has not suffered any material damage, destruction or loss to its Assets, whether or not covered by insurance.

2.14 OTHER NEGOTIATIONS. Excepting for this Agreement, there are no existing commitments to sell any or all of the Assets, there are no outstanding offers to sell any or all of the Assets, and there are no pending negotiations for the sale of any or all of the Assets.

2.15 ACCURACY OF REPRESENTATIONS AND WARRANTIES. The representations and warranties of the Seller contained in this Agreement, including the attached Exhibits, contain no untrue statement of a fact and do not omit or misstate a fact necessary in order to make the statements contained therein not misleading in light of the circumstances in which they are made.

SECTION 3
REPRESENTATIONS AND WARRANTIES
OF DYNAMIC BRANDS.

The Purchaser represents and warrants to the Seller as of the date of this Agreement and as of the Closing Date as follows:

3.1 ORGANIZATION, POWERS AND AUTHORITY. The Purchaser is a limited liability company duly organized and validly existing under the laws of the Commonwealth of Virginia and has all requisite power and authority to execute, deliver and perform this Agreement. The Board of Directors of the Purchaser has authorized the execution, delivery and

performance of this Agreement by the Purchaser, and has authorized the transactions contemplated by this Agreement. This Agreement is valid, binding and enforceable against the Purchaser in accordance with its terms, except as limited by (i) applicable bankruptcy, insolvency, reorganization, moratorium or other laws of general application affecting enforcement of creditors' rights; and (ii) general principles of equity or public policy that restrict the availability of equitable remedies.

The execution and delivery of this Agreement by the Purchaser does not, and the consummation of the transactions contemplated hereby will not, (x) conflict with, or result in any violation or breach of any provision of the Articles of Organization or Operating Agreement of the Purchaser, (y) result in any violation or breach of, or constitute (with or without notice or lapse of time, or both) a default (or give rise to a right of termination, cancellation or acceleration of any obligation or loss of any material benefit) under any of the terms, conditions or provisions of any note, bond mortgage, indenture, lease, contract or other agreement, instrument or obligation to which the Purchaser is a party or by which any of its properties or assets may be bound or (z) conflict with or violate any permit, concession, franchise, license, judgment, order, decree, statute, law, ordinance, rule or regulation applicable to the Purchaser or any of its properties or assets. No consent, approval, order or authorization of, or registration, declaration or filing with, any third party, including governmental entities, is required by or with respect to the Purchaser in connection with the execution and delivery of this Agreement or the consummation of the transactions contemplated hereby. There is no action, suit, proceeding, claim, arbitration or investigation pending, or to the best knowledge of the Purchaser, threatened, against the Purchaser which in any manner challenges or seeks to prevent, enjoin, alter or materially delay any of the transactions contemplated by this Agreement.

3.2 BROKERS AND FINDERS. The Purchaser has not employed any broker or finder or incurred any liability for any brokerage fees, commissions or finder's fees in connection with the transactions contemplated by this Agreement.

3.3 ACCURACY OF REPRESENTATIONS AND WARRANTIES. The representations and warranties of the Purchaser contained in this Agreement contain no untrue statement of a fact and do not omit or misstate a fact necessary in order to make the statements contained therein not misleading in light of the circumstances in which they are made.

SECTION 4
SURVIVAL AND INDEMNIFICATION.

4.1 SURVIVAL OF REPRESENTATIONS.

(a) The representations and warranties made by the Purchaser and the Seller shall survive the Closing of the transactions contemplated by this Agreement for three (3) years from the Closing Date.

(b) The representations, warranties, covenants and obligations of the Seller, and the rights and remedies that may be exercised by the Purchaser, shall not be limited or otherwise affected by or as a result of any information furnished to, or any investigation made by or with the knowledge of the Purchaser's representatives other than information disclosed herein or in an Exhibit hereto.

(c) For purposes of this Agreement, each statement or other item of information set forth in the Exhibits by the Seller shall be deemed to be a representation and warranty made by the Seller in this Agreement.

4.2 INDEMNIFICATION BY FOREFRONT. The Seller shall indemnify, hold harmless and defend the members, officers, employees and directors of the Purchaser or its successors and assigns (the "Indemnified Party") against all expenses, damages, fees (to include attorneys fees) settlements, awards, assessments, fines, and losses (collectively, "Losses") arising out of or relating to any one or more of the following:

(a) Any misrepresentation or breach of warranty by the Seller, whether or not intentional, of any representation or warranty contained in Sections 1 or 2 of this Agreement. This includes, but is not limited to, the listing and/or characterization of all assets and all liabilities and the representations and assertions by the Seller that the business dealings and transactions from December 31, 2008 through the date of Closing have been conducted in the ordinary course of business.

(b) Any breach by the Seller, or any officer, employee, director or agent of the Seller, of any covenant set forth in this Agreement.

(c) Any legal or governmental action arising from or pertaining to any action, business transaction, employee matter or omission of the Seller.

(d) In the event of one or more breaches of any covenant or the inaccuracy of any representation or warranty of the Seller, the Purchaser shall be fully compensated for fees, costs, expenses or other damages resulting from such breach, including interest, as defined below. Such interest shall apply to any amount due or owed to an Indemnified Party by the Seller per the terms of this Agreement.

(e) For the purposes of this Section 4 specifically and this Agreement generally, the "Seller" shall include any owner, officer, employee, director, representative or agent of the Seller.

(f) Interest Defined: Upon receipt of written notice that a monetary obligation is due or owed, the Seller or its successor(s) or assign(s) shall have fifteen (15) days in which to pay the Indemnified Party. If some or all of the liability is not paid, interest at an Annual Percentage Rate (APR) of 12% shall be applied to the balance. Thirty (30) days after such notice, the interest rate shall increase to 18% compounded monthly until the balance is paid.

4.3 MEDIATION. If a dispute arises under this Section 4, the parties agree first to try in good faith to settle the dispute by mediation before resorting to arbitration or litigation. The parties agree that the mediator shall be chosen no later than 30 days after the submission of a claim by either party, and that the mediation process shall be concluded no later than 45 days after selection of the mediator. If the parties cannot agree on the selection of a mediator, one shall be selected by the American Arbitration Association. The fees and expenses of the mediator shall be borne by the non-prevailing party. If the dispute is not settled by mediation, the parties may agree to decide the matter by arbitration or either party may initiate litigation.

4.4 RELIANCE.

(a) No disclosure by any party to this Agreement nor any investigation made by or in behalf of any party with respect to another party shall be deemed to affect the party's reliance on the respective representations and warranties contained in this Agreement and shall not effect a waiver of that party's rights to indemnity as herein provided or the breach of any said representations and warranties.

(b) The Purchaser is entitled to rely fully upon the representations, warranties, and covenants of the Seller set forth in this Agreement and upon the accuracy of any and all certificates, documents, schedules or exhibits given or delivered to the Purchaser prior to or

contemporaneously with the execution of this Agreement or at the Closing, despite, in each instance, (i) the Purchaser's right to investigate fully the affairs of the Seller; and (ii) any knowledge of facts determined or determinable by the Purchaser pursuant to its investigation or right of investigation.

(c) The Seller specifically acknowledges that the Purchaser was entitled to rely, and has relied, on the ForeFront Financial Statements provided by the Seller described in this Agreement and attached as EXHIBIT G, and the Exhibits to this Agreement, when determining the final Purchase Price for the Assets.

SECTION 5
MISCELLANEOUS.

5.1 **FURTHER ASSURANCES.** Each party will, upon request of the other, execute and deliver all instruments and documents of further assurance or otherwise, and perform all acts and things, which may be required to carry out its obligations hereunder and to consummate and complete the transactions contemplated by this Agreement.

5.2 **NOTICES.** Any notice, request, instruction or other document to be given hereunder by any party hereto shall be in writing and shall be delivered personally or sent by courier or express delivery service, by facsimile or by registered or certified mail, postage prepaid, return receipt requested.

If to Seller: ForeFront Holdings, Inc.
 12 Cadillac Drive, Suite 300
 Brentwood, Tennessee 37027
 Attention: Stan Harris

With a copy to: Hugh C. Howser, Jr.
 Miller & Martin PLLC
 150 Fourth Avenue N. Suite 1200
 Nashville, Tennessee 37219

If to Seller: Dynamic Brands, LLC
 8575 Magellan Parkway, Suite 1000
 Richmond, Virginia 23227
 Attention: David Boardman

With a copy to:

The Riverstone Group, LLC
901 E. Cary St, Suite 1500
Richmond, VA 23219
Attention: Malia Flatt

Any party may change the name and address for receipt of its notices hereunder by providing written notice of the change to the other parties.

5.3 GOVERNING LAW. This Agreement shall be governed and construed in accordance with the laws of the Commonwealth of Virginia.

5.4 EXPENSES. Excepting as specifically provided for elsewhere in this Agreement, all fees and expenses incurred in connection with this Agreement and the transactions contemplated hereby shall be paid by the party incurring such fee or expense, whether or not the contemplated transactions are consummated.

5.5 PARTIES-IN-INTEREST. This Agreement shall be binding upon and inure to the benefit of the parties hereto, their respective heirs, administrators, executors, successors and assigns. Upon providing written notice to the Seller, the Purchaser shall have the right to assign its rights and obligations under this Agreement to any affiliate or related party.

5.6 ENTIRE AGREEMENT. This Agreement (including its Exhibits) constitute and contain the entire Agreement of the parties and supersede any and all prior negotiations, correspondence, understandings and agreements between the parties respecting its subject matter.

5.7 WAIVER. Any of the terms and conditions of this Agreement, and any inaccuracies in any of the representations or warranties contained herein, may be waived at any time and from time to time, in writing, by such parties as are entitled to the benefit of such terms, conditions, warranties or representations. Such waiver shall not constitute or be deemed a waiver of any other terms, conditions or inaccuracies.

5.8 ATTORNEYS' FEES. If a lawsuit or action is filed by any party to enforce this Agreement or otherwise with respect to the subject matter of this Agreement, the prevailing party shall be entitled to recover from the

non-prevailing party all costs of such lawsuit, including reasonable attorneys' fees incurred in preparation for and prosecution of such lawsuit or action.

5.9 SEVERABILITY. In the event that any one or more of the provisions contained in this Agreement shall be invalid, illegal, or unenforceable in any respect for any reason, the validity, legality and enforceability of any such provision in every other respect and of the remaining provisions of this Agreement shall not be in any way impaired.

5.10 EXHIBITS. The Exhibits referred to in this Agreement shall be the Exhibits described as such, and attached to this Agreement upon the execution and delivery.

5.11 HEADINGS. The headings of the sections and subsections contained in this Agreement are for reference purposes only and shall not affect the meaning or interpretation of this Agreement.

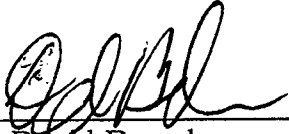
5.12 COUNTERPARTS. This Agreement may be executed in several counterparts and all of such counterparts shall constitute one and the same instrument with the same force and effect as if all the parties had executed the same document.

[SIGNATURES TO FOLLOW]

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

DYNAMIC BRANDS, LLC

FOREFRONT HOLDINGS, INC.



By: David Boardman
Its: Chief Executive Officer
Date: 5/15/09

By: Stan Harris
Its: Chief Executive Officer
Date: 5/15/09

EXHIBIT D
TRANSFERRED INTELLETUAL PROPERTY

Patent, Trademark and IP Data

Trade Name	Project	Owner	Application Serial No.	Patent or TM Reg. No.
Ball dispenser	Golf Ball Specific Patch for Ball Holder	i-Concept International, Ltd. (under license)	29229714	D557012
Bumper Top	Golf bag & method for manufacturing	i-Concept International, Ltd. (under license)	9765289	6450334
Burton	US Tm Reg.	Forefront Burton, Inc.		3215630
Clearview	Common law TM			
Cover for golf club heads	Cover for golf club heads	Forefront Devant, Inc.		D421,780
Cover for golf club heads	Cover for golf club heads	Forefront Devant, Inc.		D362,890
Cover for golf club heads	Cover for golf club heads	Forefront Devant, Inc.		D374,051
Datrek	US Tm Reg.	(Datrek) Professional Bags, Inc.		1653088
Devant	Common law TM			
Diamond Top	Golf bag top w/diamond shaped club dividers	i-Concept International, Ltd. (under license)	29213663	D515316
DIY golf bag	Self assembled golf bag	i-Concept International, Ltd. (under license)	10/225,166	#6,935,496
Dri Tac	Common law TM	This name could be trademarked by our vendor, Leading Edge.		
Dual Hi-Def	Common law TM			
Durashock	Submitted for Trademark	Durashock - December 30, 2008 a Notice of Allowance for the DURASHOCK trademark was issued. There is now a six-month period, extendable up to three years in appropriate circumstances, within which to file a statement of use with the trademark office. - Forefront Group, Inc.	77467020	
Ergo Handle	Integrated golf bag top with handle	Outstanding O/A - only 35 USC 112 issues remaining to be resolved (response due by Forefront 6/17/2009) i-Concepts International, Ltd	11125038	
Folded sports towel	Folded sports towel	Forefront Devant, Inc.		D449,194
Golf bag top	Golf bag top	Datrek Professional Bags, Inc.		D434,905
Golf bag top	Golf bag top	Datrek Professional Bags, Inc.		D431,111
Greenskeeper	Greenskeeper	Datrek Professional Bags, Inc.		D423,222
Hatton (Design)	Common law TM			
Heather	Common law TM	Sir Christopher Hatton (under license)		
High Definition Weaving	Common law TM			
(Horse Design)	Common law TM	Sir Christopher Hatton (under license)		
iFL(Integrated Full Length divider system)	Method of making Individual divider system for golf bags (IDS)	Sir Christopher Hatton (under license)	09/768,572	#6,510,944
Image Dyeing	Common law TM			
Lock Clip	Common law TM			
Magnetic Storage Pocket	Common law TM			
Miller Golf	Common law TM			

Panorama	Common law TM					
Pass Thru Handle	Golf Bag Handle	i-Concept International, Ltd. (under license)	29232012			D542998
Pouch	Common law TM					
Putter Towel Clip	Common law TM	Edmund Lee (under license)				6760956
Quecher	Registered	Forefront Group, Inc.	76667258			3443355
Quick Grab	Common law TM					
Scrubbers	Common law TM					
Signagraph	Common law TM					
Signature Dobby	Common law TM					
Sir Christopher Hatton	Common law TM	Sir Christopher Hatton (under license)				
Spiral Top	Golf bag top w/spiral top design	i-Concept International, Ltd. (under license)	29221930			D520751
Sprinkle Hood	Common law TM					
Star clip	Star clip	Forefront Devant, Inc.				D377,196
Strap Clip	Common law TM					None
Swivel/Max	Golf bag & bag carrying system	i-Concept International, Ltd. (under license)				6457620
Swivel/Max	US Tm Reg.					2650719
Tee Holder	US Tm Reg.	i-Concept International, Ltd.				#2,874,596
The Edge	US Tm Reg.	Devant, Ltd.				2490616
The Putter Towel	Common law TM	Edmond Lee (under license)				
Towel having loop	Towel having loop	Forefront Devant, Inc.				D498,107
Towel with border	Towel with border	Forefront Devant, Inc.				D509,093
Translucitone	Common law TM					
Trigger Clip	Common law TM					
Triple V Cavity	US Tm Reg.	i-Concept International, Ltd.				#2,844,894
Triple V Sling system	TVC Strap Shape	i-Concept International, Ltd. (under license)	10028731			6926183
Weekend Warrior	Common law TM					
West Coast Trends	Common law TM					