

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
Sports Fan-Attic Inc.		11/03/2009	CORPORATION: FLORIDA
RECEIVING PARTY DATA			
Name:	Hat World, Inc.		
Street Address:	7555 Woodland Drive		
City:	Indianapolis		
State/Country:	INDIANA		
Postal Code:	46278		
Entity Type:	CORPORATION: MINNESOTA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3292529	SPORTS FAN-ATTIC	
CORRESPONDENCE DATA			
Fax Number:	(404)541-3372		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	404-815-6555		
Email:	tadmin@kilpatrickstockton.com		
Correspondent Name:	William H. Brewster		
Address Line 1:	1100 Peachtree Street, Suite 2800		
Address Line 4:	Atlanta, GEORGIA 30309		
ATTORNEY DOCKET NUMBER:	56672/TO BE DETERMINED		
NAME OF SUBMITTER:	Tywanda Harris Lord		
Signature:	/th/		
Date:	03/24/2010		

OP \$40.00 3292529

Total Attachments: 5

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TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (this "Assignment") is entered into as of this 3rd day of November, 2009, by and between Sports Fan-Attic, Inc., a Florida corporation ("Assignor"), and Hat World, Inc., a Minnesota corporation ("Assignee"). Assignor and Assignee are referred to herein individually as "Party" and collectively as "Parties".

WHEREAS, Assignor and Assignee are parties to that certain Asset Purchase Agreement of even date herewith (the "Purchase Agreement"); and

WHEREAS, pursuant to the Purchase Agreement, Assignee acquired all rights to certain trademarks, trade names identified on Schedule I and domain names identified on Schedule II, both schedules attached hereto and incorporated by this reference (hereinafter referred to as the "Marks"); and

WHEREAS, the Parties desire to enter into this Assignment to effect the purposes contemplated by the Purchase Agreement and for the purposes of assigning the Marks and all goodwill related to or symbolized by such Marks from Assignor to Assignee.

NOW, THEREFORE, in consideration of the foregoing, the Parties hereby agree as follows:

1. Assignor hereby sells, transfers, conveys, assigns, and delivers to the Assignee, and the Assignee hereby accepts, all rights, titles, and interests in and to the Marks, throughout the world, together with the goodwill of the business symbolized by the Marks, including, without limitation, any and all causes of action and other rights assertable under the Marks, the right to sue third parties for infringement of or improper activities regarding the Marks, the right to assume any licenses connected with the Marks, and the right to enjoy all of the monetary benefits obtained as a result of any litigation, the same to be held and enjoyed by Assignee, its successors and assigns, as fully and entirely as the same would have been held and enjoyed by Assignor had this Assignment not been made.

2. At any time on or after the date of this Assignment, Assignor agrees to execute and deliver all such further transfers, assignments, conveyances and assurances and take or cause to be taken such actions as may reasonably be requested by the Assignee to obtain the full benefit of this Assignment. Assignor further covenants that Assignee will, upon request and without further consideration, be provided promptly with all pertinent facts, documents and specimens relating to the Marks and all legal equivalents as may be known or accessible to Assignor.

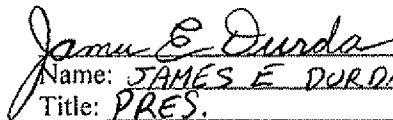
3. Assignor represents and warrants that Assignor has not previously assigned to any third party any right, title or interest in and to any of the Marks or the goodwill of Assignor with respect thereto. Assignor acknowledges that Assignor shall have no right to receive any royalty, fee or other share or income or revenue that may be received by Assignee from the use, sale, license, publication, distribution or any other transfer or exploitation of the Marks. Assignor shall discontinue all use of the Marks on the Closing Date (as such term is defined in the Asset Purchase Agreement).

4. This Assignment is absolute, exclusive and irrevocable.

5. This Assignment (together with the Purchase Agreement and the other agreements incorporated thereby) constitutes the entire agreement of the Parties and supersedes all prior and contemporaneous agreements and understandings (including term sheets), both written and oral, between the Parties, or either of them, with respect to the subject matter hereof. This Assignment may be amended, modified or supplemented only by a written agreement signed by the Assignor and Assignee.

IN WITNESS WHEREOF, the Parties have duly caused the execution of this Assignment by their duly authorized representative or officer, as of the day and year first above written to be effective as of the effective date of the Purchase Agreement.

Assignor: Sports Fan-Attic, Inc.


Name: JAMES E DURDA
Title: PRES.

Assignee: Hat World, Inc.


Name: Ken Kocher
Title: President

IN WITNESS WHEREOF, the Parties have duly caused the execution of this Assignment by their duly authorized representative or officer, as of the day and year first above written to be effective as of the effective date of the Purchase Agreement.

Assignor: Sports Fan-Attic, Inc.

Name: _____
Title: _____

Assignee: Hat World, Inc.



Name: Ken Kocher
Title: President

SCHEDULE I
TRADE MARKS

TRADE MARKS
SPORTS FAN-ATTIC (Design Mark)

SCHEDULE II
DOMAIN NAMES

DOMAIN NAMES
sportsfanaticshop.com

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