

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Anaconda Sports, Inc.		08/25/2010	CORPORATION: NEW YORK
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Hat World, Inc.		
<b>Street Address:</b>	7555 Woodland Drive		
<b>City:</b>	Indianapolis		
<b>State/Country:</b>	INDIANA		
<b>Postal Code:</b>	46278		
<b>Entity Type:</b>	CORPORATION: MINNESOTA		
<b>PROPERTY NUMBERS Total: 20</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	1534487	CITY ROCK	
Registration Number:	1951224	THE ROCK	
Registration Number:	2049744	CITY ROCK	
Registration Number:	2077055	GREAT WHITE	
Registration Number:	2242889	ANACONDA SPORTS	
Registration Number:	2816210	PROFESSIONAL SIGNATURE SERIES	
Registration Number:	2719009	THE ROCK	
Registration Number:	2804533	CITY ROCK	
Registration Number:	2843728	SPECIAL DAY	
Registration Number:	2846146	SPECIAL DAY	
Registration Number:	3254394	THE ROCK	
Registration Number:	3020927	IT'S A BOY	
Registration Number:	3020926	IT'S A GIRL	
Registration Number:	3527570	TRUMP	

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Serial Number:	78722281	THE ROCK
Registration Number:	3333365	THE ROCK
Registration Number:	3333366	THE BIG ROCK
Registration Number:	3775170	ANACONDA SPORTS
Registration Number:	3408199	KEEP ON ROCKIN'
Registration Number:	3815075	KEEP ON ROCKIN'

**CORRESPONDENCE DATA**

Fax Number: (202)585-8080  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
Phone: 202-585-8000  
Email: nptm@nixonpeabody.com, dmay@nixonpeabody.com,  
lgolden@nixonpeabody.com  
Correspondent Name: David L. May  
Address Line 1: 401 9th Street NW, Suite 900  
Address Line 4: Washington, DISTRICT OF COLUMBIA 20004

ATTORNEY DOCKET NUMBER:	058988-02
NAME OF SUBMITTER:	Laura D. Golden
Signature:	/ldg5x/
Date:	10/04/2010

Total Attachments: 6  
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source=executed.trademark assignment#page5.tif  
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**TRADEMARK ASSIGNMENT**

THIS TRADEMARK ASSIGNMENT (this "Assignment") is entered into as of this 25th day of August, 2010 by and between Anaconda Sports, Inc., a New York corporation ("Assignor"), and Hat World, Inc., a Minnesota corporation ("Assignee"). Assignor and Assignee are each referred to herein individually as a "Party" and collectively as the "Parties".

WHEREAS, the Parties, John Stote Jr. and John Stote III (each as shareholders of Assignor), William Stote (as a shareholder of Assignor and the representative of the shareholders) are parties to that certain Asset Purchase Agreement dated as of August 25, 2010 (the "Purchase Agreement");

WHEREAS, pursuant to the Purchase Agreement, Assignee acquired all of Assignor's rights, title, and interests in and to the trademarks listed on Schedule I attached hereto and incorporated herein by this reference (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 and other good and valuable consideration, the Parties hereby agree as follows:

1. Assignor hereby sells, transfers, conveys, assigns, and delivers to Assignee, and Assignee hereby accepts, all rights, title, 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 shall 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 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 and accessible to Assignor.

3. Assignor represents and warrants that Assignor has not previously assigned to any third party any right, title or interest in or 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 of 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 after the Closing Date (as such term is defined in the Purchase Agreement). Assignor shall discontinue all use of the Marks from and after the Closing Date.

4. Assignor hereby requests the United States Commissioner of Patents and Trademarks, and the corresponding entities or agencies in any applicable foreign countries or state or province, to record Assignee as the assignee and owner of the Marks.

5. To the extent that any of the Marks being assigned to Assignee hereunder are "intent-to-use" registration applications, Assignor acknowledges and agrees that such applications are

being assigned to Assignee in connection with a transfer of all goodwill and the assets relating to the business in connection with which the Marks covered by such intent-to-use applications will be used.

6. If any term, provision, covenant or condition of this Assignment, or the application thereof to any person, place or circumstance, shall be held by a court of competent jurisdiction to be invalid, unenforceable or void, the remainder of this Assignment and such term, provision, covenant or condition as applied to other persons, places and circumstances shall remain in full force and effect.

7. This Assignment is absolute, exclusive and irrevocable.

8. The terms of the Purchase Agreement are incorporated herein by this reference. This Assignment is executed and delivered in connection with the Purchase Agreement and shall not be interpreted or construed as varying in any respect the agreements, covenants, representations or warranties of the Parties contained therein. Notwithstanding anything to the contrary set forth therein, if there is any conflict between the terms and conditions of this Assignment and the terms and conditions of the Purchase Agreement, the terms and conditions of the Purchase Agreement shall control.

9. This Assignment may be executed in one or more counterparts, each of which will be deemed to be an original copy of this Assignment and all of which, when taken together, will be deemed to constitute one and the same agreement. The exchange of copies of this Assignment and of signature pages by facsimile or by .pdf will constitute effective execution and delivery of this Assignment as to the Parties and may be used in lieu of the original Assignment for all purposes. Signatures of the Parties transmitted by facsimile or by .pdf will be deemed to be their original signatures for any purpose whatsoever. This Assignment may be amended, modified or supplemented only by a written agreement signed by Assignor and Assignee.

10. This Assignment shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

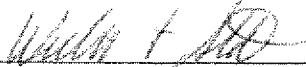
11. This Assignment shall be governed by and construed and interpreted in accordance with the laws of the State of New York without giving effect to conflict of laws principles thereof.

[Signature Page Follows]

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 Closing Date.

**Assignor:**

**ANACONDA SPORTS, INC.**

  
\_\_\_\_\_

Name:

Title:

**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 Closing Date.

**Assignor:**


**ANACONDA SPORTS, INC.**

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

Title:

**Assignee:**

**HAT WORLD, INC.**



\_\_\_\_\_  
Name: Ken Kocher

Title: President

**SCHEDULE I**  
**TRADEMARKS**

<b>MARK</b>	<b>SERIAL/APPLICATION NO.</b>	<b>REGISTRATION NO.</b>	<b>JURISDICTION</b>
CITY ROCK	73/749,592	1,534,487	United States
THE ROCK	74/638,668	1,951,224	United States
CITY ROCK (and Design)	74/675,270	2,049,744	United States
GREAT WHITE (and Design)	75/048,313	2,077,055	United States
ANACONDA SPORTS (and Design)	75/976,939	2,242,889	United States
PROFESSIONAL SIGNATURE SERIES	76/426,245	2,816,210	United States
THE ROCK	76/418,496	2,719,009	United States
CITY ROCK	76/493,263	2,804,533	United States
SPECIAL DAY	76/474,366	2,843,728	United States
SPECIAL DAY (and Design)	76/474,017	2,846,146	United States
THE ROCK (and Design)	76/598,447	3,254,394	United States
IT'S A BOY	78/530,328	3,020,927	United States
IT'S A GIRL	78/530,325	3,020,926	United States
TRUMP	78/666,479	3,527,570	United States
THE ROCK	78/722,281		United States
THE ROCK (and Design)	77/012,684	3,333,365	United States
THE BIG ROCK (and Design)	77/012,706	3,333,366	United States
ANACONDA SPORTS	77/268,379	3,775,170	United States

Schedule I

**TRADEMARK**  
**REEL: 004289 FRAME: 0481**

MARK	SERIAL/APPLICATION NO.	REGISTRATION NO.	JURISDICTION
KEEP ON ROCKIN'	77/153,127	3,408,199	United States
KEEP ON ROCKIN'	77/500,856	3,815,075	United States
THE ROCK	1207327		Australia
CITY ROCK	1207329	1207329	Australia
THE ROCK	1209954		Australia
THE ROCK	1,280,455		Canada
CITY ROCK	1,269,543	TMA680,065	Canada
CITY ROCK	3692397	3692397	China
THE ROCK	5244295		China
THE ROCK	5243800		China
THE ROCK	5243798		China
THE ROCK	5243797		China
THE ROCK	5243796		China
THE ROCK	5243802	5243802	China
THE ROCK	5243799	5243799	China
CITY ROCK	003330651	003330651	European Union
THE ROCK	004761276		European Union
CITY ROCK	2003-072418	4,770,495	Japan
THE ROCK	2005-117041		Japan

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Schedule I

RECORDED: 10/04/2010

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