

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
Primo Sport Holdings, LLC		03/30/2011	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	Warrior Sports, Inc.		
Street Address:	20 Guest Street		
Internal Address:	c/o New Balance, Inc.		
City:	Boston		
State/Country:	MASSACHUSETTS		
Postal Code:	02135		
Entity Type:	CORPORATION: MICHIGAN		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	3931686		
Registration Number:	3811574	CARPLGARD	
Registration Number:	3632791	NITROBLOCK	
Registration Number:	3746690	NITROBLOCK	
Serial Number:	77462820	HEXOFLEX	
CORRESPONDENCE DATA			
Fax Number:	(616)222-2354		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	6167522479		
Email:	trademarks@wnj.com		
Correspondent Name:	Warner Norcross & Judd LLP		
Address Line 1:	111 Lyon St. NW		
Address Line 2:	900 Fifth Third Center		
Address Line 4:	Grand Rapids, MICHIGAN 49503		

OP \$140.00 3931686

NAME OF SUBMITTER:	Amber M. Underhill
Signature:	/Amber M. Underhill/
Date:	05/01/2011
Total Attachments: 5 source=Assignment#page1.tif source=Assignment#page2.tif source=Assignment#page3.tif source=Assignment#page4.tif source=Assignment#page5.tif	

ASSIGNMENT OF TRADEMARKS

This Assignment of Trademarks (this "*Assignment*") is entered into this 30th day of March, 2011 by and between Primo Sport Holdings, LLC, a Delaware limited liability company, having a mailing address at 814 Interchange Blvd., Newark, Delaware 19711 ("*Assignor*") and Warrior Sports, Inc., a Michigan corporation, having a mailing address at c/o New Balance, Inc., 20 Guest Street, Boston, Massachusetts 02135 ("*Assignee*"). Capitalized terms used herein but not otherwise defined shall have the meanings ascribed to them in the Purchase Agreement (as defined below).

WHEREAS, Assignor holds all right, title and interest in and to the trademarks, service marks and trade names set forth on Schedule A attached hereto and incorporated herein by reference (the "*Marks*");

WHEREAS, Assignor and Assignee are parties to that certain Stock and Asset Purchase Agreement, dated as of the date hereof (the "*Purchase Agreement*"), pursuant to which Assignor transferred, sold and conveyed to Assignee substantially all of the assets of Assignor, including the Marks and the goodwill of the business symbolized thereby;

WHEREAS, Assignor now wishes to assign the Marks to Assignee, and Assignee is desirous of acquiring the Marks from Assignor, together with the goodwill of the business symbolized thereby;

WHEREAS, Assignor is conveying the Marks to Assignee as part of the transfer of all or substantially all of the assets of a going business; and

WHEREAS, the execution and delivery of this Assignment is a condition to Closing under the Purchase Agreement.

NOW, THEREFORE, in consideration of the premises set forth above and in the Purchase Agreement and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged:

1. Assignor does hereby sell, assign, convey and transfer unto Assignee and its successors, assigns and legal representatives, all right, title and interest in and throughout the world in and to the Marks (including any common law rights that may exist and are associated therewith), together with the goodwill of the business symbolized thereby and appurtenant thereto, the same to be held and enjoyed by Assignee, its successors, permitted assigns or legal representatives, together with income, royalties, damages or payments due on or after the date hereof, including, without limitation, all claims for damages or payments by reason of infringement or unauthorized use of the Marks, along with the right to sue for past infringements and collect same for Assignee's sole use and enjoyment.

2. Assignor does hereby authorize the Director of the United States Patent and Trademark Office, and the empowered official of any country or countries foreign to the United States whose duty it is to record trademark registrations, applications and title thereto, to record the Marks and title thereto as the property of Assignee, its successors, assigns or legal representatives in accordance with the terms of this instrument.

3. Assignor hereby warrants that it is the sole owner of the Marks. To the extent Assignor retains any right, title or interest in or to the Marks that cannot be assigned to Assignee pursuant to this Assignment, then Assignor hereby agrees to waive for all time any claims that Assignor may have concerning the Marks. Assignor shall make no further use of the Marks for its own benefit or the benefit of another, nor shall Assignor challenge Assignee's use of the Marks after the date of this Assignment.

4. Assignee and Assignor also agree that multiple copies of this Assignment may be executed, each of which shall be deemed an original, and each of which shall be valid and binding upon Assignee and Assignor.

[Signature Page to Follow]

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be executed as a sealed instrument by their duly authorized representatives as of the date first written above.

ASSIGNOR: PRIMO SPORT HOLDINGS, LLC

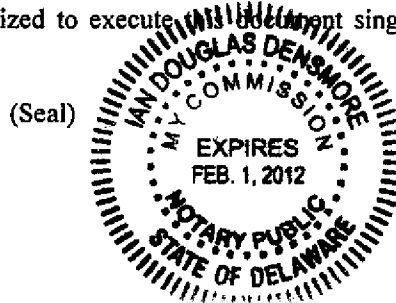
Signature: Donald A. Sandusky
Name: Donald A. Sandusky
Title: President

NOTARIZATION

On this 25th day of March, 2011 before me, the undersigned Notary Public, personally appeared Donald Sandusky, proved to me through satisfactory evidence of identification, which was/were Driver's License, to be the person whose name is signed on the preceding or attached document, and who swore or affirmed to me that the contents of the document are truthful and accurate to the best of his/her knowledge and belief. The above-indicated individual is duly authorized to execute this document singly on behalf of Assignor and executed this document of his/her own free will.

Paul Douglas Denmore
Signature of Notary

My Commission Expires: February 1, 2012



ASSIGNEE: WARRIOR SPORTS, INC.

Signature: _____
Name: David Morrow
Title: President

NOTARIZATION

On this _____ day of March, 2011 before me, the undersigned Notary Public, personally appeared _____, proved to me through satisfactory evidence of identification, which was/were _____, to be the person whose name is signed on the preceding or attached document, and who swore or affirmed to me that the contents of the document are truthful and accurate to the best of his/her knowledge and belief. The above-indicated individual is duly authorized to execute this document singly on behalf of Assignee and executed this document of his/her own free will.

Signature of Notary

(Seal)

My Commission Expires: _____

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be executed as a sealed instrument by their duly authorized representatives as of the date first written above.

ASSIGNOR: PRIMO SPORT HOLDINGS, LLC

Signature: _____
Name: Donald A. Sandusky
Title: President

NOTARIZATION

On this ____ day of March, 2011 before me, the undersigned Notary Public, personally appeared _____, proved to me through satisfactory evidence of identification, which was/were _____, to be the person whose name is signed on the preceding or attached document, and who swore or affirmed to me that the contents of the document are truthful and accurate to the best of his/her knowledge and belief. The above-indicated individual is duly authorized to execute this document singly on behalf of Assignor and executed this document of his/her own free will.

Signature of Notary

(Seal)

My Commission Expires: _____

ASSIGNEE: WARRIOR SPORTS, INC.

Signature: _____
Name: David Morrow
Title: President

NOTARIZATION

On this 27th day of March, 2011 before me, the undersigned Notary Public, personally appeared David Morrow, proved to me through satisfactory evidence of identification, which was/were David Morrow, to be the person whose name is signed on the preceding or attached document, and who swore or affirmed to me that the contents of the document are truthful and accurate to the best of his/her knowledge and belief. The above-indicated individual is duly authorized to execute this document singly on behalf of Assignee and executed this document of his/her own free will.

Shawn A. Smith
Signature of Notary


(Seal)

My Commission Expires: 3-27-12

SHERYL L. SMITH
NOTARY PUBLIC, STATE OF MI
COUNTY OF MACOMB
MY COMMISSION EXPIRES Mar 27, 2012
ACTING IN COUNTY OF Macomb

[Signature Page to Trademark Assignment]

Schedule A

<i>Mark</i>	<i>Jurisdiction</i>	<i>Application No. & Date</i>	<i>Registration No. & Date</i>
	U.S.	77/715,564 / April 16, 2009	3931686 / March 15, 2011
CARPLGARD	U.S.	77/575,739 / Sept. 22, 2008	3811574 / June 29, 2010
HEXOFLEX	U.S.	77/462,820 / May 1, 2008	--
NITROBLOCK	U.S.	77/457,313 / April 24, 2008	3632791 / June 2, 2009
NITROBLOCK	U.S.	77/774,701 / July 6, 2009	3746690 / February 9, 2010

Schedule A - Trademark Assignment

TRADEMARK