

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
Western JMAC, LLC		06/04/2012	CORPORATION: NEVADA
RECEIVING PARTY DATA			
Name:	BSN Sports, Inc.		
Street Address:	1901 Diplomat Drive		
City:	Farmers Branch		
State/Country:	TEXAS		
Postal Code:	75234		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	1506171	DIAL-A-DOWN	
CORRESPONDENCE DATA			
Fax Number:	2023935350		
	<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>		
Phone:	202.638.6666		
Email:	trademark@jhip.com,smoskowitz@jhip.com		
Correspondent Name:	Simor L. Moskowitz		
Address Line 1:	400 7th Street, NW		
Address Line 2:	6th Floor		
Address Line 4:	Washington, DISTRICT OF COLUMBIA 20004		
ATTORNEY DOCKET NUMBER:	M10121		
NAME OF SUBMITTER:	Simor L. Moskowitz		
Signature:	/Simor L. Moskowitz/		

Date:

06/15/2012

Total Attachments: 2

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Agreed Form Trademark Assignment

TRADEMARK ASSIGNMENT

This Assignment is made and entered into to be effective as of June 4, 2012, by and among Western JMAC, LLC, a Nevada limited liability company, located and doing business at 1001 Industrial Avenue, North Platte, NE 69101 ("Assignor"), and BSN Sports, Inc., a Delaware corporation, located and doing business at 1901 Diplomat Drive, Farmers Branch, TX 75234 ("Assignee")

WHEREAS, Assignor is the owner, by prior assignments, of the trademark and trade name DIAL-A-DOWN, and the U.S. trademark registration therefor, Reg. No. 1,506,171 dated September 27, 1988 (the "Marks"); and

WHEREAS, Assignor and Assignee have executed that Asset Purchase Agreement of even date (the "Principal Agreement"); and

WHEREAS, pursuant to the terms of the Principal Agreement, Assignor desires to assign and Assignee desires to receive all of the right, title and interest in and to the Marks, together with the goodwill associated therewith.

NOW THEREFORE, for the consideration set forth in the Principal Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby sells, transfers, assigns and sets over unto Assignee, its successors and assigns, the entire right, title and interest in and to the Marks, together with the goodwill associated therewith and symbolized by the Marks, all common law rights related thereto, all rights of registration including any state registrations, renewal and extension, and the right to recover for damages and profits for past infringements thereof.

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Assignor agrees to execute and deliver at the request of Assignee all papers, instruments, and assignments, and to perform any other reasonable acts Assignee may request

in order to vest the entire right, title, and interest in and to the Marks in Assignee and/or to provide evidence to support any of the foregoing in the event such evidence is deemed necessary by Assignee, to the extent such evidence is in the possession or control of Assignor.

WESTERN JMAC, LLC

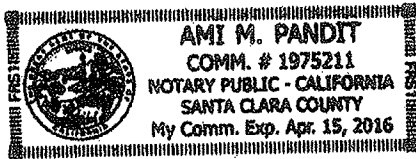
By: 

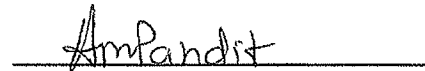
Michael Herring
Sole Member

June 4th, 2012

State of California)
County of San Mateo)

Subscribed to and sworn before me this 4th day of June, 2012.




Notary Public

My Commission expires April 15, 2016