

## 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
Henson Company, Inc.		11/21/2011	CORPORATION: VIRGINIA
RECEIVING PARTY DATA			
Name:	adidas AG		
Street Address:	World of Sports		
Internal Address:	Adi-Dassler-Strasse 1		
City:	Herzogenaurach		
State/Country:	GERMANY		
Postal Code:	D-91074		
Entity Type:	CORPORATION: GERMANY		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	3541108	MID-SET	
Registration Number:	3880993	RADICAL OFF-AXIS	
Registration Number:	3880994	OFF-AXIS	
CORRESPONDENCE DATA			
Fax Number:	2023712540		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	2023712600		
Email:	tm@skgf.com		
Correspondent Name:	Tracy-Gene G. Durkin		
Address Line 1:	Steme, Kessler, Goldstein & Fox P.L.L.C		
Address Line 2:	1100 New York Avenue, NW		
Address Line 4:	Washington, DISTRICT OF COLUMBIA 20005		
ATTORNEY DOCKET NUMBER:	2483.2270000 ET AL.		

OP \$90.00 3541108

**DOMESTIC REPRESENTATIVE**

**Name:** Tracy-Gene G. Durkin  
**Address Line 1:** Sterne, Kessler, Goldstein & Fox PLLC  
**Address Line 2:** 1100 New York Avenue, NW  
**Address Line 4:** Washington, DISTRICT OF COLUMBIA 20005

<b>NAME OF SUBMITTER:</b>	Tracy-Gene G. Durkin
<b>Signature:</b>	/Tracy Durkin/
<b>Date:</b>	01/30/2013

**Total Attachments: 6**  
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## EXHIBIT 4

### ASSIGNMENT OF INTELLECTUAL PROPERTY

This ASSIGNMENT OF INTELLECTUAL PROPERTY ("Assignment"), effective October 11, 2011 (the "Effective Date"), is by and among adidas AG, a German company ("adidas") and Henson Company, Inc., a Virginia corporation ("Henson" and "Assignor") (hereinafter collectively referred to as the "Parties").

**WHEREAS**, Assignor desires and has agreed to assign and transfer to adidas all of Assignor's right, title, and interest in and to certain Intellectual Property (as defined below) pursuant to a settlement agreement between Assignor and adidas effective October 11, 2011 (the "Agreement"). Assignor hereby declares and confirms that on and from October 11, 2011, it has no right, title, interest or benefit whatsoever, into, over or upon the Intellectual Property hereby assigned to adidas.

**NOW THEREFORE**, in consideration of the mutual promises set forth in the Agreement and below, Assignor hereby assigns the Intellectual Property to adidas as follows:

**1. Definitions.**

- a. For purposes of this Assignment, "Intellectual Property" means all copyrights, trademarks, and patents set forth in Exhibit A.

- 2. Copyrights.** Assignor hereby irrevocably conveys, assigns, and transfer to adidas all right, title, and interest in and to any copyrights (whether registered or unregistered) or copyright applications (whether registered or unregistered) associated with the Intellectual Property listed in Exhibit A, if any, including any and all renewals and extensions of such copyrights that may be secured under the laws now or hereafter pertaining thereto in the United States or in any other country. adidas shall have the right to register such copyrights and other intellectual property rights in its own name.

- 3. Trademarks.** Assignor hereby irrevocably conveys, assigns, and transfers to adidas all right, title and interest in and to the trademarks, service marks, trade names, logos, product names, slogans, and any other indicator of source or origin listed in Exhibit A, including all registrations and applications for registration thereof, any common law rights, all rights of priority thereto and renewals thereof, and all goodwill of the business symbolized thereby and including any and all claims for past infringement thereof, including all rights as opponents in any opposition or cancellation proceeding.

- 4. Patents.** Assignor hereby irrevocably conveys, assigns, and transfers to adidas all right, title and interest in and to the inventions described and disclosed in any patent applications derived from the patents identified in Exhibit A, and in and to the patent applications and to any Letters Patents, both foreign and domestic, and all reissue,

divisional, and continuation applications, which may issue thereon, as well as any associated trade secret, confidential information, know-how, process, technology, development tool, ideas, concepts, design right, methodology, algorithm or invention.

5. **Intellectual Property.** Assignor hereby irrevocably conveys, assigns, and transfers to adidas all right, title, and interest in and to any and all rights in the Intellectual Property listed in Exhibit A and any other materials, works, reports, information, data, and work product of any kind related to Assignor's efforts in connection with the development of the Intellectual Property.
6. **Representations and Warranties.** Assignor represents and warrants that: (i) Assignor has the right, authority and power to enter into this Agreement; (ii) the Intellectual Property assigned hereunder is the Assignor's original work and Assignor has the full power and authority to assign to adidas the Intellectual Property; (iii) Assignor is not aware of any third party intellectual property infringement claims, lawsuits, demands, outstanding orders, judgments, or decrees adversely affecting the use or any of the rights in and to the Intellectual Property; and (iv) to the best of Assignor's knowledge, no third party consents, assignments or licenses are necessary to perform under this Agreement. Assignor agrees to notify adidas in writing in accordance with the notice provisions of the Agreement if any facts or circumstances arise that would make any of the representations in this Agreement inaccurate in any way.
7. **Governing Laws.** To the full extent permitted by law, this Assignment shall be governed by and construed in accordance with the laws of the State of Oregon, excluding its conflicts of laws principles, or in accordance with federal law, as applicable. To the full extent permitted by law, the exclusive jurisdiction for any action relating to this Assignment shall be a federal or state court in Portland, Oregon, and the parties consent to such jurisdiction and waive and agree not to plead or claim that any such action or proceeding has been brought in an inconvenient forum. The Parties agree that Hon. Paul J. Papak shall have continuing jurisdiction over this agreement and any disputes arising out of its interpretation and enforcement and will execute any document to ensure such continuing jurisdiction.
8. **Severability.** Any provision of this Assignment that is prohibited or unenforceable in any jurisdiction will, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions of this Assignment, and any such prohibition or unenforceability in any jurisdiction will not invalidate or render unenforceable such provision in any other jurisdiction. To the extent permitted by law, the parties waive any provision of law that renders any such provision prohibited or unenforceable in any respect.
9. **Cooperation Following the Execution.** Following the execution of this Assignment, Assignor shall deliver to adidas such further information, documents, and materials and shall execute and deliver to adidas such further instruments and agreements as adidas shall reasonably request to consummate or confirm the transactions provided for in this

Assignment. Assignor shall take all other actions as reasonably necessary to effect the intent of this Assignment.

10. **Entire Assignment:** No changes, supplements, addenda, or amendments to this Assignment shall be effective or enforceable unless agreed to by the parties in a signed writing.

adidas AG

By:  \_\_\_\_\_  
Name: Frank B. Dostler  \_\_\_\_\_  
Title: General Counsel Legal Counsel  
Date: Nov 28 1204 \_\_\_\_\_

APPROVED AS TO FORM:

\_\_\_\_\_  
Matthew A. Levin, Attorney for adidas AG  
Date: \_\_\_\_\_

Henson Company, Inc.

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

APPROVED AS TO FORM:

\_\_\_\_\_  
John J. Speicher, Attorney for Henson, Inc.  
Date: \_\_\_\_\_

Assignment. Assignor shall take all other actions as reasonably necessary to effect the intent of this Assignment.

10. **Entire Assignment:** No changes, supplements, addenda, or amendments to this Assignment shall be effective or enforceable unless agreed to by the parties in a signed writing.

adidas AG

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Matthew A. Levin, Attorney for adidas AG  
Date: \_\_\_\_\_

**Henson Company, Inc.**

By: John W. Farnell  
Name: John W. Farnell  
Title: President  
Date: November 21, 2011

**APPROVED AS TO FORM:**

\_\_\_\_\_  
John J. Spetcher, Attorney for Henson, Inc.  
Date: 11-21-11

ACKNOWLEDGEMENT AND RELEASE

D9 Capital Partners, LLC acknowledges and consents to the foregoing, and hereby releases all of its right, title and interest in all copyrights, trademarks, patents and Intellectual Property Rights conveyed hereby, including but not limited to all security interests therein and assignments thereof.

Date: November 21, 2011

D9 Capital Partners, LLC, a Pennsylvania  
limited liability company

By: Karl E. Bupp  
Karl E. Bupp, Managing Member

Trademarks	Matter #	Serial #	Registration #		Issue Date	Affidavit of Continued Use Due	Renewal 10 year period		
MID-SET		777214,145	3,541,108	10	12/2/2008	12/2/2013	12/2/2016		Registered
Bodyflex Armor	2406047US1AT	77788,323							Abandoned
Radical Off-Axis	2406051US1AT	77786,091	3,850,853	10	11/23/2010	11/23/2015	11/23/2020		Abandoned
Off-Axis	2406053US1AT	77786,129	3,880,884	10	11/23/2010	11/23/2015	11/23/2020		Registered