# TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM371463

| | |
|---|---|
| **SUBMISSION TYPE:** | NEW ASSIGNMENT |
| **NATURE OF CONVEYANCE:** | ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL |

**CONVEYING PARTY DATA**

| Name | Formerly | Execution Date | Entity Type |
|---|---|---|---|
| Hat World, Inc. | | 01/19/2016 | CORPORATION: MINNESOTA |

**RECEIVING PARTY DATA**

| | |
|---|---|
| **Name:** | BSN Sports, LLC |
| **Street Address:** | 1901 Diplomat Drive |
| **City:** | Farmers Branch |
| **State/Country:** | TEXAS |
| **Postal Code:** | 75234 |
| **Entity Type:** | LIMITED LIABILITY COMPANY: DELAWARE |

**PROPERTY NUMBERS Total: 22**

| Property Type | Number | Word Mark |
|---|---|---|
| **Registration Number:** | 4260863 | ANACONDA |
| **Registration Number:** | 3775170 | ANACONDA SPORTS |
| **Registration Number:** | 2242889 | ANACONDA SPORTS |
| **Registration Number:** | 2804533 | CITY ROCK |
| **Registration Number:** | 1534487 | CITY ROCK |
| **Registration Number:** | 2049744 | CITY ROCK |
| **Registration Number:** | 2077055 | GREAT WHITE |
| **Registration Number:** | 3957952 | IMPACT SPORTS |
| **Registration Number:** | 3020927 | IT'S A BOY |
| **Registration Number:** | 3020926 | IT'S A GIRL |
| **Registration Number:** | 3815075 | KEEP ON ROCKIN' |
| **Registration Number:** | 2816210 | PROFESSIONAL SIGNATURE SERIES |
| **Registration Number:** | 2843728 | SPECIAL DAY |
| **Registration Number:** | 2846146 | SPECIAL DAY |
| **Registration Number:** | 3333366 | THE BIG ROCK |
| **Registration Number:** | 2719009 | THE ROCK |
| **Registration Number:** | 1951224 | THE ROCK |
| **Registration Number:** | 3876315 | THE ROCK |
| **Registration Number:** | 3333365 | THE ROCK |

OP $565.00 4260863

| Property Type | Number | Word Mark |
|---|---|---|
| **Registration Number:** | 3254394 | THE ROCK |
| **Registration Number:** | 3527570 | TRUMP |
| **Serial Number:** | 85613353 | XTREME PERFORMANCE |

**CORRESPONDENCE DATA**

**Fax Number:** 2028221111

***Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.***

**Phone:** 202.822.1100

**Email:** trademarkmail@whda.com,smoskowitz@whda.com

**Correspondent Name:** Simor L. Moskowitz

**Address Line 1:** 1250 Connecticut Avenue

**Address Line 2:** Suite 700

**Address Line 4:** Washington, D.C. 20036

| | |
|---|---|
| **ATTORNEY DOCKET NUMBER:** | 101843/9999 |
| **NAME OF SUBMITTER:** | Simor L. Moskowitz |
| **SIGNATURE:** | /Simor L. Moskowitz/ |
| **DATE SIGNED:** | 02/01/2016 |

**Total Attachments: 7**

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**EXECUTION COPY**

# TRADEMARK ASSIGNMENT

This Trademark Assignment (this "Assignment") is made effective this 19th day of January, 2016, by and between Hat World, Inc., a corporation organized and existing under the laws of Minnesota, and having a usual place of business at 7555 Woodland Drive, Indianapolis, IN 46278 ("Assignor") and BSN Sports, LLC, a limited liability company organized and existing under the laws of Delaware, and having a usual place of business at c/o Varsity Brands Holding Co., Inc., 1901 Diplomat Drive, Farmers Branch TX, 75234 ("Assignee").

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

WHEREAS, Assignor and Assignee are parties to that certain Asset Purchase Agreement, by and among Assignor, Hat World Services Co., Inc., a Delaware corporation, Nashville Sporting Goods, LLC, a Tennessee limited liability company and Assignee, dated as of the date hereof (the "Purchase Agreement"), pursuant to which Assignor transferred, sold and conveyed to Assignee certain 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, 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:

Assignor does hereby sell, assign, convey and transfer unto Assignee and its successors, assigns and legal representatives, Assignor's entire 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 and the right to assert claims and/or defend any proceeding before the United States Patent & Trademark Office to which any of the Marks are subject.

Assignor does hereby authorize the Director of the United States Patent & Trademark Office, and the empowered official of any U.S. State, or 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. 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.

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.

***[Remainder of page intentionally left blank]***

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: Hat World, Inc.

Name: Mimi E. Vaughn
Signature: [signature]
Title: Senior Vice President

NOTARIZATION

On this 19 day of January, 2016, before me, the undersigned Notary Public, personally appeared Mimi E. Vaughn, proved to me through satisfactory evidence of identification, which was/~~were~~ her drivers 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.

[signature]
Signature of Notary

(Seal)

STATE OF TENNESSEE NOTARY PUBLIC
DAVIDSON COUNTY
MY COMMISSION EXPIRES 9-10-2018

My Commission Expires: _____

ASSIGNEE: _____

Name: _____
Signature: _____
Title: _____

On this ____ day of _____, 201_, 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: _____

*Signature page to Trademark Assignment*

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: _____

Name: _____
Signature: _____
Title: _____

NOTARIZATION

On this ____ day of _____, 201__, 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.

_____ (Seal)
Signature of Notary

My Commission Expires: _____

ASSIGNEE: BSN SPORTS, LLC

Name: Terrence M. Babilla
Signature: T M Babilla
Title: President

On this 19th day of January, 2016, before me, the undersigned Notary Public, personally appeared Terrence M. Babilla, proved to me through satisfactory evidence of identification, who is personally known to me, 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.

Victoria Horne
Signature of Notary

VICTORIA A. HORNE
Notary Public, State of Texas
My Commission Expires
November 13, 2016

(Seal)

My Commission Expires: 11/13/2016

*Signature page to Trademark Assignment*

**Exhibit A**

**Marks**

| Mark | Jurisdiction | Serial No.<br>Filing Date | Reg. No.<br>Reg. Date |
|---|---|---|---|
| ANACONDA | United States | 85604333<br><br>April 20, 2012 | 4260863<br><br>December 18, 2012 |
| ANACONDA SPORTS | United States | 77268379<br><br>August 30, 2007 | 3775170<br><br>April 13, 2010 |
| ANACONDA SPORTS & Design<br>Anaconda Sports | United States | 75976939<br><br>November 6, 1996 | 2242889<br><br>May 4, 1999 |
| CITY ROCK | Australia | 1207329<br><br>October 30, 2007 | 1207329<br><br>June 10, 2008 |
| CITY ROCK | Canada | 1269543<br><br>August 23, 2005 | 680065<br><br>January 23, 2007 |
| CITY ROCK | European Union | 003330651<br><br>August 27, 2003 | 003330651<br><br>December 14, 2005 |
| CITY ROCK | United States | 76493263<br><br>February 27, 2003 | 2804533<br><br>January 13, 2004 |
| CITY ROCK | United States | 73749592<br><br>September 1, 1988 | 1534487<br><br>April 11, 1989 |
| CITY ROCK | China | 3692397<br><br>August 27, 2003 | 3692397<br><br>May 7, 2006 |
| CITY ROCK & Design<br>CITY ROCK | United States | 74675270<br><br>May 12, 1995 | 2049744<br><br>April 1, 1997 |
| GREAT WHITE & Design<br>GREAT WHITE | United States | 75048313<br><br>January 25, 1996 | 2077055<br><br>July 8, 1997 |
| IMPACT SPORTS | United States | 76643420<br><br>July 22, 2005 | 3957952<br><br>May 10, 2011 |

| Mark | Jurisdiction | Serial No.<br>Filing Date | Reg. No.<br>Reg. Date |
|---|---|---|---|
| IT'S A BOY | United States | 78530328<br><br>December 10, 2004 | 3020927<br><br>November 29, 2005 |
| IT'S A GIRL | United States | 78530325<br><br>December 10, 2004 | 3020926<br><br>November 29, 2005 |
| KEEP ON ROCKIN' | United States | 77500856<br><br>June 17, 2008 | 3815075<br><br>July 6, 2010 |
| PROFESSIONAL SIGNATURE SERIES | United States | 76426245<br><br>June 26, 2002 | 2816210<br><br>February 24, 2004 |
| ROCK | European Union | 011517398<br><br>January 24, 2013 | 011517398<br><br>June 21, 2013 |
| SPECIAL DAY | United States | 76474366<br><br>December 3, 2002 | 2843728<br><br>May 18, 2004 |
| SPECIAL DAY & Design<br>Special Day | United States | 76474017<br><br>December 10, 2002 | 2846146<br><br>May 25, 2004 |
| THE BIG ROCK & Design<br>THE BIG ROCK | United States | 77012706<br><br>October 3, 2006 | 3333366<br><br>November 13, 2007 |
| THE ROCK | Canada | 1280455<br><br>November 22, 2005 | 807668<br><br>September 27, 2011 |
| THE ROCK | European Union | 004761276<br><br>November 24, 2005 | 004761276<br><br>January 18, 2012 |
| THE ROCK | United States | 76418496<br><br>June 6, 2002 | 2719009<br><br>May 27, 2003 |
| THE ROCK | United States | 74638668<br><br>February 27, 1995 | 1951224<br><br>January 23, 1996 |
| THE ROCK | United States | 78722281<br><br>September 28, 2005 | 3876315<br><br>November 16, 2010 |



TRADEMARK
REEL: 005721 FRAME: 0259

| Mark | Jurisdiction | Serial No.<br>Filing Date | Reg. No.<br>Reg. Date |
|---|---|---|---|
| THE ROCK | China | 5243798 | 5243798<br><br>August 12, 2012 |
| THE ROCK | China | 5243802<br><br>March 27, 2006 | 5243802<br><br>June 14, 2009 |
| THE ROCK | China | 5243800<br><br>March 27, 2003 | 5243800<br><br>April 7, 2012 |
| THE ROCK | China | 5243799<br><br>March 27, 2006 | 5243799<br><br>July 28, 2009 |
| THE ROCK | China | 5243797<br><br>March 27, 2006 | 5243797<br><br>April 28, 2011 |
| THE ROCK | China | 5243796<br><br>March 27, 2006 | 5243796<br><br>February 7, 2011 |
| THE ROCK in Katakana<br><br>ロックシティ | Japan | 2005117041<br><br>December 13, 2005 | 5487198<br><br>April 20, 2012 |
| CITY ROCK | Japan | 2003072418<br><br>August 25, 2003 | 4770495<br><br>May 14, 2004 |
| THE ROCK & Design<br>THE ROCK | United States | 77012684<br><br>October 3, 2006 | 3333365<br><br>November 13, 2007 |
| THE ROCK & Design<br>THE ROCK | United States | 76598447<br><br>June 21, 2004 | 3254394<br><br>June 26, 2007 |
| TRUMP | United States | 78666479<br><br>July 8, 2005 | 3527570<br><br>November 4, 2008 |
| XTREME PERFORMANCE | United States | 85613353<br><br>May 1, 2012 | N/A |