

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM397096

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF 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>
Hat World, Inc.		01/19/2016	Corporation: MINNESOTA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	BSN Sports, LLC		
<b>Street Address:</b>	1901 Dipolmat Drive		
<b>Internal Address:</b>	c/o Varsity Brands Holding Co., Inc.		
<b>City:</b>	Farmers Branch		
<b>State/Country:</b>	TEXAS		
<b>Postal Code:</b>	75234		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 4</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4379980	AIR RAID	
<b>Registration Number:</b>	4175419	TRANSFERMAGIC.COM	
<b>Registration Number:</b>	4175420	TRANSFERMAGIC	
<b>Serial Number:</b>	86773258	THE ROCK	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2123553333		
<i>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.</i>			
<b>Phone:</b>	212-813-8800		
<b>Email:</b>	NY-TM-Admin@goodwinprocter.com		
<b>Correspondent Name:</b>	GOODWIN PROCTER LLP/Janis Nici		
<b>Address Line 1:</b>	620 Eighth Avenue		
<b>Address Line 4:</b>	New York, NEW YORK 10018		
<b>NAME OF SUBMITTER:</b>	Janis Nici		
<b>SIGNATURE:</b>	/janis nici/		
<b>DATE SIGNED:</b>	09/01/2016		
<b>Total Attachments: 5</b>			
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## TRADEMARK ASSIGNMENT

This Trademark Assignment (this "Assignment") is effective as of January 19, 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 January 19, 2016 (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: Parag Desai

Signature: 

Title: Senior Vice President

ASSIGNEE: \_\_\_\_\_

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

Signature: \_\_\_\_\_

Title: \_\_\_\_\_

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:

ASSIGNEE: BSN SPORTS, LLC

Name: Terrence M. Babillo  
Signature: TuBabillo  
Title: President

**Exhibit A**

**Marks**

<b>Trademark</b>	<b>Country</b>	<b>Class of Services</b>	<b>Registration Number</b>	<b>Registration Date</b>
AIR RAID	United States	25	4379980	August 6, 2013
TRANSFERMAGIC.COM	United States	16, 35	4175419	July 17, 2012
TRANSFERMAGIC	United States	16, 35	4175420	July 17, 2012
THE ROCK	China	28	9137165	May 7, 2014
THE ROCK & Design 	United States	9, 16, 18, 28	App. No. 86773258	Application Date: September 30, 2015

*Exhibit A - Trademark Assignment*