

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM399292

| | | | |
|---|--|-----------------------|-----------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| Total Hockey, Inc. | | 08/05/2016 | Corporation: MISSOURI |
| RECEIVING PARTY DATA | | | |
| Name: | TSG-TH Acquisition Co., LLC | | |
| Street Address: | 89 Cross Street | | |
| City: | Holliston | | |
| State/Country: | MASSACHUSETTS | | |
| Postal Code: | 01746 | | |
| Entity Type: | Limited Liability Company: MASSACHUSETTS | | |
| PROPERTY NUMBERS Total: 2 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 3826941 | TOTAL HOCKEY | |
| Serial Number: | 86666963 | TITAN | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | | | |
| <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> | | | |
| Phone: | 617-443-9292 | | |
| Email: | trademarks@sunsteinlaw.com | | |
| Correspondent Name: | Steven A. Abreu | | |
| Address Line 1: | 125 Summer Street | | |
| Address Line 4: | Boston, MASSACHUSETTS 02110 | | |
| NAME OF SUBMITTER: | Steven A. Abreu | | |
| SIGNATURE: | /Steven A. Abreu/ | | |
| DATE SIGNED: | 09/21/2016 | | |
| Total Attachments: 6 | | | |
| source=Trademark Assignment Agreement - FULLY EXECUTED (3)#page1.tif | | | |
| source=Trademark Assignment Agreement - FULLY EXECUTED (3)#page2.tif | | | |
| source=Trademark Assignment Agreement - FULLY EXECUTED (3)#page3.tif | | | |
| source=Trademark Assignment Agreement - FULLY EXECUTED (3)#page4.tif | | | |
| source=Trademark Assignment Agreement - FULLY EXECUTED (3)#page5.tif | | | |

CH \$65.00 3826941

TRADEMARK AND DOMAIN NAME ASSIGNMENT

This Trademark Assignment (the "Assignment") is by and between:

- **Total Hockey, Inc.**, a corporation duly incorporated and validly existing under the laws of Missouri with headquarters located at 5833 Suemandy Dr., St. Peters, MO, 63376 (the "Assignor"), and
- **TSG-TH Acquisition Co., LLC**, a limited liability company duly incorporated and validly existing under the laws of Massachusetts with a headquarters located at 89 Cross Street, Holliston, MA 01746 ("Assignee")

and is effective as of the latest signature date below (the "Effective Date").

1. Background. Assignor wishes to assign the trademarks set forth on Schedule A attached hereto (the "Trademarks") and the domain names set forth in Schedule B attached hereto ("the Domain Names"), and the goodwill associated therewith, and Assignee wishes to accept such assignment on the terms and conditions set forth in this Assignment.

2. Grant. For good and valuable consideration Assignor hereby sells, assigns, and transfers to Assignee, its successors and assigns, Assignor's entire right, title, and interest in, to, and under the Trademarks and Domain Names worldwide, including with respect to the Trademarks, all common law rights, trademark applications, registrations, and renewals and the business associated therewith, and the right to sue for past, present and future infringement, together with the goodwill symbolized by the Trademarks.

3. Further Acts / Recordal of Trademark Ownership. Assignor further covenants with Assignee to execute when requested in writing such additional assignments, instruments and documents as may reasonably be necessary to effectuate this Assignment and to enable the Assignee, at no cost to Assignor, to record the Assignment in the various trademark offices, including recordations of assignment of trademark suitable for filing. To the extent required under applicable law or otherwise necessary, Assignor herewith authorizes Assignee to apply for the recordal of the assignment of the Trademarks and to request the trademark offices in the territories concerned to issue to the Assignee any and all documents covering the Trademarks. Should Assignor fail to take such steps or execute such documents promptly upon Assignee's written request, Assignor authorizes Assignee to take such steps and execute such documents in Assignor's name and on Assignor's behalf and Assignor hereby irrevocably appoint Assignee as its power of attorney for these purposes.

4. Further Acts / Transfer of Domain Names. Assignor further covenants with Assignee upon execution of this Assignment to unlock the domain names in Schedule B in preparation of transfer to Assignee and when requested to send the necessary transfer code to Assignee and to otherwise cooperate fully in the Domain Transfer including such additional

assignments, instruments documents and acts as may reasonably be necessary to effectuate this Assignment and to enable the transfer.

5. Governing Law. This Agreement shall be governed and construed and interpreted in accordance with the laws of the State of Massachusetts, USA, irrespective of the choice of laws principles of the State of Massachusetts.

IN WITNESS WHEREOF, the parties hereto have caused this Assignment to be executed as of the Effective Date.

Total Hockey, Inc.

Date: August 5, 2016

By: Michael A Benoit

Name: Michael A Benoit

Title: President

DECLARATION OF ACCEPTANCE

The above named Assignee, TSG-TH Acquisition Co., LLC, hereby declares that with effect from the ____ day of _____, 2016, it accepts the Trademarks and Domain Names as granted in Paragraph 2 of the Assignment, including all goodwill of the business symbolized by such Trademarks including all rights to recover past, present and future damages for infringement, assigned to it by Assignor, Total Hockey, Inc., pursuant to the foregoing Assignment.

TSG-TH Acquisition Co., LLC

Date: _____, 2016

By: _____

Name: _____

Title: _____

assignments, instruments documents and acts as may reasonably be necessary to effectuate this Assignment and to enable the transfer.

5. Governing Law. This Agreement shall be governed and construed and interpreted in accordance with the laws of the State of Massachusetts, USA, irrespective of the choice of laws principles of the State of Massachusetts.

IN WITNESS WHEREOF, the parties hereto have caused this Assignment to be executed as of the Effective Date.

Total Hockey, Inc.

Date: _____, 2016

By: _____

Name: _____

Title: _____

DECLARATION OF ACCEPTANCE

The above named Assignee, TSG-TH Acquisition Co., LLC, hereby declares that with effect from the ____ day of _____, 2016, it accepts the Trademarks and Domain Names as granted in Paragraph 2 of the Assignment, including all goodwill of the business symbolized by such Trademarks including all rights to recover past, present and future damages for infringement, assigned to it by Assignor, Total Hockey, Inc., pursuant to the foregoing Assignment.

TSG-TH Acquisition Co., LLC

Date: _____, 2016

By: [Signature]

Name: David Labov

Title: Manager, TSG Enterprises, LLC

SCHEDULE A

The Trademarks being assigned include all formatives of the marks listed below, namely, all marks comprised of or containing any of the marks listed below, including, but not limited to the marks in all colors, styles, fonts, combinations of upper and lower case letters:

Trademarks:

- TOTAL HOCKEY
- TOTAL GOALIE
- TOTAL LACROSSE
- TITAN
- HOCKEYGREEN
- PLAYER'S BENCH
- PB ATHLETICS
- PB TEAM SALES
- PB ECOMMERCE

| Mark | Jurisdiction | Reg. No. / Appl. No. |
|--------------|---------------|----------------------|
| TOTAL HOCKEY | United States | 3,826,941 |
| TOTAL HOCKEY | Canada | TMA 798994 |
| TITAN | United States | 86/666,963 |

SCHEDULE B

Domain names to be transferred

| | | |
|------------------------|---------------------------|----------------------------|
| 1STSTRIDE.COM | HOCKEYSQUAD.COM | LITTLECAPITALSHOCKEY.ORG |
| REDTAGLACROSSE.COM | SKATETEC.COM | LITTLEFLYERSHOCKEY.COM |
| THEHOCKEYSQUAD.BIZ | HIPCZECH.COM | LITTLEFLYERSHOCKEY.INFO |
| THEHOCKEYSQUAD.COM | TOTALGOALIE.NET | LITTLEFLYERSHOCKEY.NET |
| THEHOCKEYSQUAD.NET | TOTALHOCKEYGOALIE.COM | LITTLEFLYERSHOCKEY.ORG |
| THEHOCKEYSQUAD.TV | TOTALHOCKEYGOALIE.NET | LITTLEPENGUINSHOCKEY.COM |
| THEHOCKEYSQUAD.US | PIMPMYSKATES.BIZ | LITTLEPENGUINSHOCKEY.INFO |
| THEHOCKEYSQUAD.INFO | 1STSTRIDE.INFO | LITTLEPENGUINSHOCKEY.NET |
| THEHOCKEYSQUAD.MOBI | 1STSTRIDE.NET | LITTLEPENGUINSHOCKEY.ORG |
| THEHOCKEYSQUAD.ORG | 1STSTRIDE.ORG | LITTLEREDWINGSHOCKEY.COM |
| HOCKEYCHARITIES.COM | LEARN2PLAYHOCKEY.COM | LITTLEREDWINGSHOCKEY.INFO |
| HOCKEYCHARITIES.ORG | HIPCZECK.COM | LITTLEREDWINGSHOCKEY.NET |
| REDTAGHOCKEY.COM | HIPCZECK.INFO | LITTLEREDWINGSHOCKEY.ORG |
| COLDWARHOCKEY.COM | HIPCZECK.NET | LITTLEWINGSHOCKEY.COM |
| COLDWARHOCKEY.NET | HIPCZECK.ORG | LITTLEWINGSHOCKEY.INFO |
| HOCKEYRED.COM | LEARN2PLAYHOCKEY.CO | LITTLEWINGSHOCKEY.NET |
| HOCKEYRED.NET | LEARN2PLAYHOCKEY.US | LITTLEWINGSHOCKEY.ORG |
| KOLDWARHOCKEY.COM | LEARN2PLAYHOCKEY.CA | TOTALSPORTENTERPRISE.COM |
| KOLDWARHOCKEY.INFO | LEARN2PLAYHOCKEY.INFO | TOTALAX.US |
| KOLDWARHOCKEY.MOBI | LEARN2PLAYHOCKEY.MOBI | TOTALAX.CA |
| KOLDWARHOCKEY.NET | LEARN2PLAYHOCKEY.NET | TOTALAX.COM |
| REDHOCKEY.COM | LEARN2PLAYHOCKEY.ORG | TOTALAX.MOBI |
| REDHOCKEY.INFO | LITTLEBLACKHAWKS.COM | TOTALAX.NET |
| REDHOCKEY.MOBI | LITTLEBLACKHAWKS.INFO | TOTALHOCKEY.US |
| REDHOCKEY.NET | LITTLEBLACKHAWKS.NET | TOTALLACROSSE.CO |
| SIGNUPFORHOCKEY.COM | LITTLEBLACKHAWKS.ORG | TOTALLACROSSE.US |
| HOCKEYCOUPON.COM | LITTLEBLUESHOCKEY.COM | THTECH.COM |
| HOCKEYCOUPONS.COM | LITTLEBLUESHOCKEY.INFO | GOALISTORIES.COM |
| TOTALLACROSSE.COM | LITTLEBLUESHOCKEY.NET | TOTALSPORTENTERPRISES.COM |
| PLAYERSBENCH.COM | LITTLEBLUESHOCKEY.ORG | TOTALSPORTENTERPRISES.INFO |
| HIPCZECH.NET | LITTLECAPITALS.COM | TOTALSPORTENTERPRISES.NET |
| HOCKEY-HEROES.COM | LITTLECAPITALS.INFO | TOTALSPORTENTERPRISES.ORG |
| HOCKEY-HEROES.INFO | LITTLECAPITALS.NET | TOTALHOCKEY.NET |
| HOCKEY-HEROES.ORG | LITTLECAPITALS.ORG | TOTALGOALIE.COM |
| TOTALHOCKEYHEROES.COM | LITTLECAPITALSHOCKEY.COM | TOTALLACROSSE.MOBI |
| TOTALHOCKEYHEROES.INFO | LITTLECAPITALSHOCKEY.INFO | TOTALLACROSSE.NET |
| TOTALHOCKEYHEROES.ORG | LITTLECAPITALSHOCKEY.NET | PIMPMYLAX.COM |

| | | |
|------------------|--------------------|------------------|
| HOCKEYGREEN.US | TOTALHOCKEY.TV | TOTALHOCKEY.MOBI |
| HOCKEYGREEN.COM | TOTALHOCKEY.COM | TOTALHOCKEY.NAME |
| HOCKEYGREEN.INFO | PIMPMYSKATES.COM | COOPERHOCKEY.COM |
| HOCKEYGREEN.NAME | PIMPMYSKATES.MOBI | TOTALHOCKEY.BIZ |
| HOCKEYGREEN.NET | TOTALHOCKEYINC.COM | TOTALHOCKEY.INFO |
| HOCKEYGREEN.ORG | | |

04180/00012 2554690.1