

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM403185

<b>SUBMISSION TYPE:</b>	CORRECTIVE ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Corrective Assignment to correct the Attachments previously recorded on Reel 005749 Frame 0414. Assignor(s) hereby confirms the Confirmatory Trademark Assignment Effective 02/02/2016.		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Torspo Hockey International, Inc.		02/27/2016	Corporation: MINNESOTA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Supreme Brands, L.L.C.		
<b>Street Address:</b>	100 South 5th Street - #1075		
<b>City:</b>	Minneapolis		
<b>State/Country:</b>	MINNESOTA		
<b>Postal Code:</b>	55402		
<b>Entity Type:</b>	Limited Liability Company: MINNESOTA		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3022926	TORSPO	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	8668507498		
<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>	212-297-2699		
<b>Email:</b>	lferrari@cozen.com		
<b>Correspondent Name:</b>	Lisa A. Ferrari/Cozen O'Connor		
<b>Address Line 1:</b>	277 Park Avenue		
<b>Address Line 4:</b>	New York, NEW YORK 10172		
<b>ATTORNEY DOCKET NUMBER:</b>	386619		
<b>NAME OF SUBMITTER:</b>	Lisa A. Ferrari		
<b>SIGNATURE:</b>	/Lisa A. Ferrari/		
<b>DATE SIGNED:</b>	10/25/2016		
<b>Total Attachments: 7</b>			
source=Original TORSPO Confirmatory Assignment#page1.tif			
source=Original TORSPO Confirmatory Assignment#page2.tif			
source=Torspo Confirmatory Trademark Assignment#page1.tif			

OP \$40.00 3022926

source=Torspo Confirmatory Trademark Assignment#page2.tif  
source=Torspo Confirmatory Trademark Assignment#page3.tif  
source=Torspo Confirmatory Trademark Assignment#page4.tif  
source=Torspo Confirmatory Trademark Assignment#page5.tif

<b>TRADEMARK ASSIGNMENT COVER SHEET</b>
---

Electronic Version v1.1  
 Stylesheet Version v1.2

ETAS ID: TM376882

<b>SUBMISSION TYPE:</b>	RESUBMISSION
<b>NATURE OF CONVEYANCE:</b>	Confirmatory Trademark Assignment Effective 02/02/2016
<b>RESUBMIT DOCUMENT ID:</b>	900355809

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Torspo Hockey International, Inc.		02/27/2016	CORPORATION: MINNESOTA

**RECEIVING PARTY DATA**

<b>Name:</b>	Supreme Brands, L.L.C.
<b>Street Address:</b>	100 South 5th Street - #1075
<b>City:</b>	Minneapolis
<b>State/Country:</b>	MINNESOTA
<b>Postal Code:</b>	55402
<b>Entity Type:</b>	Limited Liability Company: MINNESOTA

**PROPERTY NUMBERS Total: 1**

Property Type	Number	Word Mark
Registration Number:	3022926	TORSPO

**CORRESPONDENCE DATA**

**Fax Number:** 6465881457  
*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:** 212-297-2697  
**Email:** llieberman@cozen.com  
**Correspondent Name:** Lance J Lieberman  
**Address Line 1:** 277 Park Avenue  
**Address Line 2:** Cozen O'Connor  
**Address Line 4:** New York, NEW YORK 10172

<b>ATTORNEY DOCKET NUMBER:</b>	377699.000
<b>NAME OF SUBMITTER:</b>	Lance J Lieberman
<b>SIGNATURE:</b>	/Lance J Lieberman/
<b>DATE SIGNED:</b>	03/16/2016

**Total Attachments: 5**

source=Supreme TORSPO US Trademark Regis. No. 3,022,926#page1.tif  
 source=Supreme TORSPO US Trademark Regis. No. 3,022,926#page2.tif

source=Supreme TORSP0 US Trademark Regis. No. 3,022,926#page3.tif  
source=Supreme TORSP0 US Trademark Regis. No. 3,022,926#page4.tif  
source=Supreme TORSP0 US Trademark Regis. No. 3,022,926#page5.tif

**TRADEMARK**  
**REEL: 005749 FRAME: 0415**  
**TRADEMARK**  
**REEL: 005908 FRAME: 0436**

# CONFIRMATORY TRADEMARK ASSIGNMENT

WHEREAS, TORSPO HOCKEY INTERNATIONAL, INC. of 706 Benton Street, Anoka, Minnesota 55303 (hereinafter "ASSIGNOR"), was as of February 2, 2016 the owner of all right, title and interest in and to the trademark **TORSPO** for use on or in connection with hockey sticks, and replacement blades for hockey sticks (in International Class 028), which is the subject of United States Trademark Registration No. 3,022,926, dated December 6, 2005, and was as of February 2, 2016 the owner of all right, title and interest in and to the said **TORSPO** trademark and the said United States Trademark Registration No. 3,022,926 thereof; and

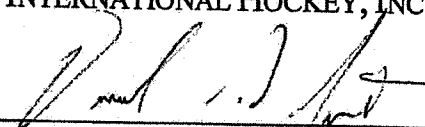
WHEREAS, SUPREME BRANDS, L.L.C., a Minnesota limited liability company having an address of 100 South 5<sup>th</sup> Street, #1075, Minneapolis, Minnesota 55402 (hereinafter "ASSIGNEE"), was as of February 2, 2016 desirous of acquiring all right, title and interest in and to the said **TORSPO** trademark and the said United States Trademark Registration No. 3,022,926 thereof;

NOW, THEREFORE, it is acknowledged and confirmed that on or about February 2, 2016, for good and valuable consideration, and as further described in the attached "Notice of Completed Sale of Collateral by Secured Party Under UCC § 9-610" and the attached letter from David G. Soderquist to Steven P. Katkov, Esq. of Cozen O'Connor (counsel for Supreme Brands), the said ASSIGNOR did sell, assign and transfer unto the said ASSIGNEE all right, title and interest in and to the said **TORSPO** trademark for use on or in connection with hockey sticks and replacement blades for hockey sticks, together with the good will of the business symbolized by the said trademark, and in and to the said United States Trademark Registration No. 3,022,926.

IN TESTIMONY WHEREOF, ASSIGNOR has caused this Assignment to be executed by its duly authorized representative.

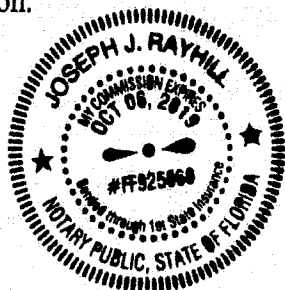
TORSPO INTERNATIONAL HOCKEY, INC.

Dated: 2-27-15

By:   
David G. Soderquist  
Chief Executive Officer & Registered Agent

STATE OF FLORIDA     )  
  ) ss.  
COUNTY OF Monroe     )

This instrument was acknowledged before me this 27 day of February, 2016 by David G. Soderquist, the Chief Executive Officer of Torspo Hockey International, Inc., a Minnesota corporation, on behalf of the corporation.



Produced FL Drivers License  
Joseph J. Rayhill  
Notary Public State of FL  
Joseph J. Rayhill

377699.000



February 16, 2016

Steven P. Katkov

Direct Phone 612-260-9037  
Direct Fax 612-260-9095  
skatkov@cozen.com

CORRECTED COPY

Torspo Hockey International, Inc.  
706 Benton Street  
Anoka, MN 56303

David Soderquist & Nancy Soderquist  
706 Benton Street  
Anoka, MN 56303

Joy Group Oy  
c/o Keith Vogt, Esq.  
1033 South Blvd, Suite 200  
OAK PARK, IL 60302

Creditors identified on Exhibit A attached hereto

**NOTICE OF COMPLETED SALE OF COLLATERAL  
BY SECURED PARTY UNDER UCC § 9-610**

PLEASE TAKE NOTICE that, on February 2, 2016, at 10:00 a.m. CDT, at the offices of Cozen & O'Connor, 33 South Sixth Street, Suite 4640, Minneapolis, Minnesota 55402, pursuant to Uniform Commercial Code §9-610, made applicable in Minnesota by Minnesota Statutes §336.9-610 and the Security Agreements (as defined herein), Supreme Brands, L.L.C., a Minnesota limited liability company ("*Secured Party*"), despite notice and opportunity to the general public and specific notice to all known creditors and to Joy Group OY ("*Assignee*"), was the only and high bidder at the public sale convened by the Secured Party ("*Sale*") of the personal property ("*Collateral*") of Torspo Hockey International, Inc., a Minnesota corporation ("*Debtor*"), having an address of 706 Benton Avenue, Anoka, Minnesota 55303.

**Background.** Pursuant to certain loan documentation executed by Debtor in favor of Village Bank and Alliance Bank (collectively, "*Lenders*"), certain financial accommodations and credit facilities were made available to Debtor by the Lenders. Debtor encumbered the Collateral for the purpose of securing and enforcing payment of the indebtedness and obligations therein described (collectively, "*Obligations*"). For value, Secured Party purchased the Obligations from the Lenders, whose rights and obligations to Debtor and in the Collateral were assigned to and assumed by Secured Party (hereinafter all of the foregoing referred to as the "*Security Agreements*"). Debtor mortgaged, pledged and assigned the Collateral, as the case may be, to secure the Obligations under the Security Agreements. Debtor also assigned all of its intellectual property rights related to the Torspo brand of goods to Assignee, subject to the rights of Secured Party under the Security Agreements. Default occurred in the payment of the Obligations when due and the unpaid principal balance of the Obligations plus accrued interest was accelerated. The Obligations remain

LEGAL\25865285\1

33 S. 6th Street Suite 4640 Minneapolis, MN 55402  
612.260.9000 800.523.1900 612.260.9080 Fax cozen.com

TRADEMARK  
REEL: 005908 FRAME: 0438

unpaid. Defaults have occurred under the terms and provisions of the Security Agreements, as a result of which, after demand, notice and sale, all right, title and interest in and to the Collateral has been acquired by Secured Party, including but not limited to, Debtor's intellectual property.

Written notice of the time, place, and terms of the public foreclosure sale of the Collateral was provided to Debtor, Assignee, all creditors and to the public on three (3) separate occasions, each notice having been posted and filed for at least ten (10) days preceding the date of the foreclosure sale, and was similarly published in the Public Notice section of *Finance and Commerce*, a leading provider of necessary business information and professional services to legal, financial and real estate sectors in the Minneapolis-St. Paul metropolitan area. Additionally, written notice of the time, date, place, and terms of the foreclosure sale was served, by certified mail, on the Debtor and the Assignee. The certified-mail notices were timely sent by depositing the notices in the United States mail, postage prepaid in proper amount, and addressed to the Debtor and to the Assignee.

**The Collateral.** The Collateral is generally situated at the Debtor's premises and principle place of business located at 706 Benton Avenue, Anoka, Minnesota 55303 (the "*Premises*"), and consists of all Debtor's right, title and interest, whether now existing or hereafter created or arising, in each of the following, whether now owned, existing, arising or acquired and wherever located (all capitalized terms used herein and not otherwise defined shall have the meaning prescribed to them in Article 9 of the Uniform Commercial Code as adopted by and existing in the State of Minnesota from time to time (the "UCC")):

1. All Inventory.
2. All Accounts.
3. All Equipment.
4. All General Intangibles.
5. All Business Assets.
6. All proceeds and products, accessions and additions to, parts and appurtenances of, substitutions for and replacements of any from any or all of the foregoing.

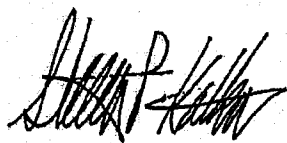
**Conduct of Sale.** The Sale was called to order at 10 AM CDT and, at 10:20 AM, having received no communication from Debtor, Assignee or other creditors of Debtor, the Sale was adjourned at 10:20 AM CDT.

**Secured Party Bid.** Secured Party bid the sum of Fifty Thousand Dollars (\$50,000) for the Obligations as to Village Bank and with respect to the Collateral secured thereby. The Debtor shall receive a credit in this amount against the outstanding balance of the Obligations as to Village Bank. To inquire as to the same, please contact the undersigned.

Sincerely,

COZEN O'CONNOR

COUNSEL FOR SUPREME BRANDS, L.L.C.



STEVEN P. KATKOV

**TORSPO HOCKEY INTERNATIONAL, INC.**

760 Benton Street  
Anoka, MN 55303

February 5, 2016

Steven P. Katkov, Esq.  
Cozen O'Connor  
4640 City Center  
33 South Sixth Street  
Minneapolis, MN 55402

**Re: Supreme Brands, L.L.C. ("Supreme Brands")**

Dear Mr. Katkov,

At your request, I make the following statements respecting my understanding of the events concerning Supreme Brands' rights as a secured party in the business assets of Torspo Hockey International, Inc. (the "Company"):

1. The Company is a Minnesota corporation having its principal place of business at 760 Benton Street, Anoka, Minnesota 55303. I am the Chief Executive Officer and Registered Agent of the Company.
2. Through my efforts as CEO, the Company secured one or more credit facilities with Village Bank, a Minnesota banking corporation (the "Village Bank Loan"). Village Bank holds a validly perfected first lien upon and security interest in all of the assets of the Company, as reflected by the UCC-1 financing statement filed with the Minnesota Secretary of State.
3. Through my efforts as CEO, the Company secured one or more credit facilities with Alliance Bank, a Minnesota banking corporation (the "Alliance Bank Loan"). Alliance Bank holds a validly perfected second lien upon and security interest in all of the assets of the Company, as reflected by the UCC-1 financing statement filed with the Minnesota Secretary of State.
4. Both the Village Bank Loan and the Alliance Bank Loan matured of their own terms without payment being made by the Company, and the Company is in default thereof. The debts owed by the Company to Village Bank and Alliance Bank are justly due and owing without defense, setoff or counterclaim.
5. I have been advised that Village Bank sold the Village Bank Loan to Supreme Brands and assigned all of the relevant loan documents to Supreme. Village Bank recorded an assignment of its security interest to Supreme Brands, as reflected by the UCC-3 financing statement filed with the Minnesota Secretary of State.
6. I have been advised that Alliance Bank sold the Alliance Bank Loan to Supreme Brands and assigned all of the relevant loan documents to Supreme Brands. Alliance Bank

LEGAL\25788985\1

*DS*

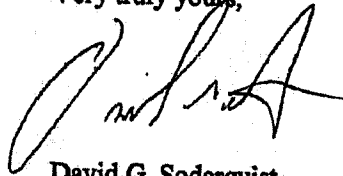
**TRADEMARK**  
**REEL: 005908 FRAME: 0440**



recorded an assignment of its security interest to Supreme Brands, as reflected by the UCC-3 financing statement filed with the Minnesota Secretary of State.

7. The Company has not made any objection to these assignments. I understand that Supreme Brands is the assignee of Village Bank and Alliance Bank and in such capacity is a secured creditor of the Company.
8. On August 7, 2015, Supreme Brands issued the Company a Notice of Default and Demand for Payment regarding the Village Bank Loan. Despite such notice and demand, the Company is in default thereof.
9. On August 7, 2015, Supreme issued the Company a Notice of Default and Demand for Payment regarding the Alliance Bank Loan. Despite such notice and demand, the Company is in default thereof.
10. The Company received notice of a public sale of all of the assets of the Company. The Company has not made any objection to the notice of public sale and acknowledges that the sale as noticed was proper.
11. The Company, for itself, its successors and assigns, acknowledges that the notice of sale as given and the manner in which the sale was conducted were commercially reasonable, and that it has waived all rights to notice concerning the sale and the disposition of the subject collateral; and the Company, for itself, its successors and assigns, waives all rights, claims and objections with respect to (a) the assignment of the Village Bank Loan by Village Bank to Supreme, (b) the assignment of the Alliance Bank Loan by Alliance Bank to Supreme, and (c) the notice of sale, and the sale and disposition of the subject collateral.

Very truly yours,



David G. Soderquist