

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM410683

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Gared Holdings, LLC		12/30/2016	Limited Liability Company: MISSOURI
RECEIVING PARTY DATA			
Name:	GHL Acquisition, LLC		
Street Address:	40 Burton Hills Boulevard		
Internal Address:	Suite 420		
City:	Nashville		
State/Country:	TENNESSEE		
Postal Code:	37215		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 15			
Property Type	Number	Word Mark	
Registration Number:	3092600	MONGOOSE	
Registration Number:	4811078	GO COURT	
Registration Number:	4461738	PLAYRX	
Registration Number:	4454616	TOUCHLINE	
Registration Number:	3900947	HOOPS 21	
Registration Number:	3417851	GARED	
Registration Number:	3496810	G	
Registration Number:	3473137	PRO-MOLD	
Registration Number:	3441745	ENDURANCE	
Registration Number:	3321713	SKYMASTER	
Registration Number:	3330761	HOOPMASTER	
Registration Number:	2746293	HOOSIER HOOPS	
Registration Number:	2220916	SNAP BACK	
Registration Number:	1896318	TOSS BACK	
Registration Number:	1879288	GARED MASTER 3000	
CORRESPONDENCE DATA			
Fax Number:	2132897727		

OP \$390.00 3092600

TRADEMARK

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: 213 426 2623
Email: meason@goodwinlaw.com
Correspondent Name: GOODWIN PROCTER LLP/Michele A. Eason
Address Line 1: 601 S. Figueroa St.
Address Line 2: 41st Floor
Address Line 4: Los Angeles, CALIFORNIA 90017

NAME OF SUBMITTER:	Michele A. Eason
---------------------------	------------------

SIGNATURE:	/s/ Michele A. Eason
-------------------	----------------------

DATE SIGNED:	12/30/2016
---------------------	------------

Total Attachments: 9

source=Gared Bill of Sale Executed-1#page1.tif
source=Gared Bill of Sale Executed-1#page2.tif
source=Gared Bill of Sale Executed-1#page3.tif
source=Gared Bill of Sale Executed-1#page4.tif
source=Gared Bill of Sale Executed-1#page5.tif
source=Gared Bill of Sale Executed-1#page6.tif
source=Gared Bill of Sale Executed-1#page7.tif
source=Gared Bill of Sale Executed-1#page8.tif
source=Gared Bill of Sale Executed-1#page9.tif

BILL OF SALE

This Bill of Sale (this “*Bill of Sale*”) is made as of December 30, 2016 by Gared Holdings, LLC, a Missouri limited liability company (“*Assignor*”), in favor of GH Acquisition, LLC, a Delaware limited liability company (“*Assignee*”). Capitalized terms used but not defined herein shall have the respective meanings ascribed to them in the Purchase Agreement (defined below).

RECITALS

WHEREAS, this Bill of Sale is being delivered pursuant to that certain Asset Purchase Agreement, dated as of the date hereof, by and among Assignor, Assignee, Bayhill Capital, LLC and the Shareholders (as amended from time to time, the “*Purchase Agreement*”); and

WHEREAS, in accordance with the Purchase Agreement, Assignor is required to assign, transfer, convey and deliver to Assignee the Purchased Assets as of the Closing.

NOW, THEREFORE, in consideration of the premises and agreements contained herein and in the Purchase Agreement and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby acts and agrees as follows:

1. Conveyance of Purchased Assets. In accordance with the terms and subject to the conditions of the Purchase Agreement, effective as of the Closing, Assignor hereby absolutely, unconditionally and irrevocably grants, bargains, sells, conveys, transfers, assigns, sets over and delivers to Assignee and its successors and assigns, free and clear of any Liens, other than Permitted Liens, all of the Assignor’s rights, titles and interests of any kind or character in the Purchased Assets, including the Patent and Patent applications listed on Schedule 1 attached hereto and the Marks listed on Schedule 2 hereto, with all appurtenances thereto, whether or not such rights, titles and interests are now existing or come into existence hereafter, and whether or not such rights, titles and interests are now known, recognized or contemplated, and any and all goodwill associated with the foregoing, to have and to hold, unto Assignee, its successors and assigns forever.

2. Additional Rights and Obligations of Assignor. This Bill of Sale is made subject to and with the benefit of the respective provisions of the Purchase Agreement (including, without limitation, the schedules and exhibits thereto). Assignor hereby agrees and acknowledges that the execution and delivery of this Bill of Sale shall not expand, impair, supersede, modify, limit, extend, diminish, amend or in any way affect any of the rights, obligations, agreements, covenants, representations, warranties or indemnities contained in the Purchase Agreement, which shall remain in full force and effect to the full extent provided therein. In the event of any conflict or inconsistency between the terms of the Purchase Agreement and the terms hereof, the terms of the Purchase Agreement shall govern.

3. Counterparts. The execution of this Bill of Sale and any other agreement or instrument entered into in connection with this Bill of Sale, and any amendment hereto or thereto, may be evidenced by way of a facsimile, portable document format (.pdf) transmission or electronic production or reproduction, photostatic or otherwise, of the relevant signatory’s signature, and such portable document format (.pdf) or electronic production or reproduction signature shall be deemed to constitute the original signature of such signatory.

4. Descriptive Headings. The descriptive headings of this Bill of Sale are for convenience of reference only and shall not be deemed to affect the meaning or construction of any provisions hereof.

5. Governing Law. This Bill of Sale shall be governed by and construed in accordance with the laws of the State of Delaware applicable to contracts made and performed in such state, without regard to any applicable principles of conflicts of law that might require the application of the laws of any other jurisdiction.

6. Successors and Assigns. This Bill of Sale, and all the terms and provisions hereof, shall inure to the benefit of, and be binding upon, the assigns, successors, heirs, executors and administrators of Assignor and Assignee, as applicable, to the extent provided in, and subject to the terms and provisions of, the Purchase Agreement.

7. Reformation; Severability. In case any term or other provision of this Bill of Sale shall be invalid, illegal or unenforceable, such provision shall be reformed to best effectuate the intent of Assignor and Assignee and permit enforcement thereof, and the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby. If such provision is not capable of reformation, it shall be severed from this Bill of Sale, and the enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

8. Further Assurances. Assignor agrees to cooperate with Assignee and to execute and deliver such further instruments and documents and, at Assignee's expense, do all such further acts and things as Assignor may reasonably be requested to do from time to time by Assignee in order to carry out the provisions and objectives of this Bill of Sale, to the extent provided in, and subject to the terms and provisions of, the Purchase Agreement.

* * * * *

IN WITNESS WHEREOF, Assignor has duly executed this Bill of Sale as of the date first written above.

ASSIGNOR:

GARED HOLDINGS, LLC

By *BANKRUPT PARTIAL, LLC, Sole Member*

By: _____

Name: JOHN R. BURGINS

Title: MANAGER

ASSIGNEE:

GHL ACQUISITION, LLC

By: _____

Name: Christopher T. Godwin

Title: Senior Vice President and Secretary

IN WITNESS WHEREOF, Assignor has duly executed this Bill of Sale as of the date first written above.

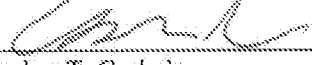
ASSIGNOR:

GARED HOLDINGS, LLC

By: _____
Name: _____
Title: _____

ASSIGNEE:

GHL ACQUISITION, LLC

By:  _____
Name: Christopher T. Godwin
Title: Senior Vice President and Secretary

Schedule 1
Patents and Patent Applications

Docket Number	Country	Application No.	Application Date	Patent Number	Copies Provided	Issue Date	Status	SubStatus	Title
12636-4	United States	29/214,045	9/27/2004	D514,177	yes	1/31/2006	Issued	Issued	NET SUPPORT
12636-5	United States	11/183,424	7/18/2005	7,306,530	yes	12/11/2007	Issued	Issued	ADJUSTABLE HEIGHT BASKETBALL GOAL
12636-15	United States	07/622,479	12/5/1990	5,318,289	yes	6/7/1994	Issued	Expired	BREAKOVER BASKETBALL GOAL RELEASE MECHANISM
12636-16	United States	08/148,358	11/8/1993	5,464,207	yes	11/7/1995	Issued	Expired	BREAK-AWAY BASKETBALL GOAL
12636-17	United States	11/332,920	1/17/2006	7,628,718	yes	12/8/2009	Issued	Issued	MULTI-DIRECTIONAL BREAKAWAY GOAL
12636-18	United States	11/353,788	2/14/2006	7,344,458	yes	3/18/2008	Issued	Issued	OVERHEAD-SUPPORTED NET SYSTEM
12636-31	United States	11/960,142	12/19/2007	7,794,342	yes	9/14/2010	Issued	Issued	QUICK CHANGE BACKBOARD BRACKET SYSTEM
12636-38	United States	12/169,741	7/9/2008	8,043,174	yes	10/25/2011	Issued	Issued	GOAL HEIGHT ADJUSTER LOCK
12636-39	United States	12/351,557	1/9/2009	7,967,705	yes	6/28/2011	Issued	Issued	BACKBOARD CHANGING SYSTEM

Docket Number	Country	Application No.	Application Date	Patent Number	Copies Provided	Issue Date	Status	SubStatus	Title
12636-41	EPO	10075007.4	1/5/2010	2206537	yes	11/23/2011	Issued	Issued	BACKBOARD REPLACEMENT SYSTEM
12636-42	United States	12/580,659	10/16/2009	7,798,921	yes	9/21/2010	Issued	Issued	MULTI-DIRECTIONAL BREAK-AWAY GOAL
12636-46	United States	13/098,561	5/2/2011	8,459,329	yes	6/11/2013	Issued	Issued	FLEXIBLE PARTITION ROLLER SYSTEM
12636-47	United States	13/070,126	3/23/2011	8,454,460	yes	6/4/2013	Issued	Issued	BREAKAWAY BASKETBALL RIM ASSEMBLY
12636-50	EPO	12157253.1	2/28/2012		yes		Filed	Response to Office Action Filed Oct 10, 2016	BREAKAWAY BASKETBALL RIM ASSEMBLY
12636-51	France	10075007.4	1/5/2010	2206537	yes	11/23/2011	Issued	Issued	STORAGE CART FOR BACKBOARD REPLACEMENT SYSTEM
12636-52	Germany	10075007.4	1/5/2010	602010000432.50	yes	11/23/2011	Issued	Issued	STORAGE CART FOR BACKBOARD REPLACEMENT SYSTEM
12636-53	Italy	10075007.4	1/5/2010	2206537	yes	11/23/2011	Issued	Issued	STORAGE CART FOR BACKBOARD REPLACEMENT SYSTEM
12636-54	Spain	10075007.4	1/5/2010	2206537	yes	11/23/2011	Issued	Issued	STORAGE CART FOR BACKBOARD REPLACEMENT SYSTEM

Docket Number	Country	Application No.	Application Date	Patent Number	Copies Provided	Issue Date	Status	SubStatus	Title
12636-55	Great Britain	10075007.4	1/5/2010	2206537	yes	11/23/2011	Issued	Issued	STORAGE CART FOR BACKBOARD REPLACEMENT SYSTEM
12636-56	United States	29/426,037	6/29/2012	D745,098	yes	12/8/2015	Issued	Issued	LOWER LIFT ARM FOR BASKETBALL GOAL
12636-57	United States	61/765,445	2/15/2013				Inactive	Expired	TRANSPORTABLE BASKETBALL TOURNAMENT SYSTEM
12636-60	United States	61/857,899	7/24/2013				Inactive	Expired	BASKETBALL GOAL AND METHOD OF ASSEMBLY
12636-61	United States	14/174,094	2/6/2014				Filed	Response to Final office action due by Dec 16, 2016	TRANSPORTABLE BASKETBALL TOURNAMENT SYSTEM
12636-62	PCT	PCT/US2014/015477	2/10/2014				Inactive	Abandoned	TRANSPORTABLE BASKETBALL TOURNAMENT SYSTEM
12636-67	United States	15/290,341	10/11/2016				Active	pending awaiting exam	VOLLEYBALL TENSIONING SYSTEM

TRADEMARK

REEL: 005954 FRAME: 0374

Schedule 2

Registered Trademarks

Mark	Goods/Services	Registration No.	Country	Priority/Registration Date	Class	Renewal Date
MONGOOSE (stylized and/or with design)	Volleyball game playing equipment in IC 28	12636-7	United States	1/19/2005 05/16/2006	78/550,338 3,092,600	Registered - renewal due 05/16/2026
GARED MASTER 3000	Basketball goals in IC 28	12636-8	United States	10/7/1993 02/14/1995	74/444,456 1,879,288	Registered - renewal due 02/14/2025
TOSS BACK	Basketball practicing devices, namely mechanical projectile return equipment in IC 28	12636-9	United States	11/9/1993 05/30/1995	74/457,293 1,896,318	Registered - renewal due 05/30/2025
SNAP BACK	Basketball equipment, namely, basketball goals in IC 28	12636-11	United States	4/11/1997 01/26/1999	75/272,910 2,220,916	Registered - renewal due 01/26/2019
HOOPMASTER	Sporting equipment for basketball; namely, backboards, goals and nets in IC 28	12636-13	United States	11/24/2004 11/06/2007	78/522,653 3,330,761	Registered - renewal due 11/06/2017
SKYMASTER	Volleyball game playing equipment in IC 28	12636-25	United States	6/13/2006 10/23/2007	78/907,001 3,321,713	Registered - renewal due 10/23/2017
ENDURANCE	Basketball goals in IC 28	12636-26	United States	2/28/2007 06/03/2008	77/117,978 3,441,745	Registered - renewal due 06/03/2018
PRO-MOLD	Foam mats for use on play area surfaces in IC 27	12636-29	United States	3/7/2007 07/22/2008	77/124,805 3,473,137	Registered - renewal due 07/22/2018
GARED	Backboards for basketball; Basketball goal sets; Basketball goals; Basketball hoops; Basketball nets in IC 28	12636-33	United States	8/13/2007 04/29/2008	77/253,902 3,417,851	Registered - renewal due 04/29/2018

TRADEMARK

REEL: 005954 FRAME: 0375

Mark	Goods/Services	Reg. Ref. No.	Country	Filing/Registration Date	Serial No./Reg. No.	Status
G (STYLIZED)	Backboards for basketball; Basketball goal sets; Basketball goals; Safety padding for volleyball and tennis uprights; Safety padding for basketball goals and gymnasium walls in IC 28	12636-34	United States	8/13/2007 09/02/2008	77/254,010 3,496,810	Registered - renewal due 09/02/2018
HOOPS 21	Basketball goal sets; Basketball goals; Basketball hoops; Basketball nets in IC 28	12636-35	United States	9/10/2007 01/04/2011	77/275,861 3,900,947	Registered - renewal due 01/04/2021
TOUCHLINE	Soccer ball goal nets; Soccer goals in IC 28	12636-36	United States	5/8/2013 12/24/2013	85/926,326 4,454,616	Registered - 8 & 15 due 12/24/2019
HOOSIER HOOPS	Basketball goal sets in IC 28	12636-44	United States	2/11/2002 08/05/2003	76/369,046 2,746,293	Registered - renewal due 08/05/2023
PLAY RX	Providing advice and information in the field of sporting equipment safety in IC 45	12636-58	United States	5/8/2013 01/07/2014	85/926,309 4,461,738	Registered - 8 & 15 due 01/07/2020
GO COURT	Volleyball game playing equipment in IC 28	12636-64	United States	7/10/2014 09/15/2015	86/332,992 4,811,078	Registered - 8 & 15 due 09/15/2021

TRADEMARK

REEL: 005954 FRAME: 0376

RECORDED: 12/30/2016