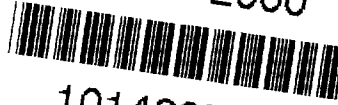


8.30.00

09-20-2000

DOCKET NO. 1474/003



101463569

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE
ASSIGNMENT BRANCH

RECORDED DOCUMENT COVER SHEET

Box Assignment
Commissioner of Patents and Trademarks
Washington, D.C. 20231

Dear Sir:

It is respectfully requested that the enclosed document be recorded in the United States Patent Office, against the items identified, according to the information below:

Party Conveying the Interest: A.D. Starr, Inc., a Georgia corporation

Party Receiving the Interest: Compass Athletic Equipment, LLC,
a Pennsylvania limited liability company

Address of Party Receiving the Interest:

31 Rosemont Lane
Pittsburgh, Pennsylvania 15217

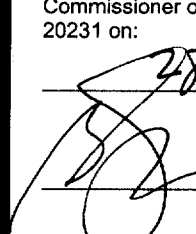
Description of the Interest Conveyed:

All right, title and interest in two (2) United States Trademark Registrations:

Registration No. 1,857,794, PATRIOT & DESIGN
Registration No. 1,826,443, A.D. STARR & DESIGN

I, Barry I. Friedman, hereby certify that this correspondence is being deposited with the United States Postal Service as first class mail in an envelope addressed to: Box Assignment, Commissioner of Patents and Trademarks, Washington, D.C. 20231 on:

28 Aug 00
Date of Deposit


Signature

09/19/2000 DNGUYEN 00000142 1857794

01 FC:481
02 FC:482

40.00 OP
25.00 OP

TRADEMARK
REEL: 002141 FRAME: 0517

Correspondence Address:

Barry I. Friedman, Esq.
Metz Schermer & Lewis, LLC
11 Stanwix Street, 18th Floor
Pittsburgh, Pennsylvania 15222

Number of items identified: 2

Total Fee: \$65.00

A check in the amount of \$65.00 is enclosed. Authorization is given to charge any additional amount necessary for the recordation of this document to our Deposit Account No. 50-0525.

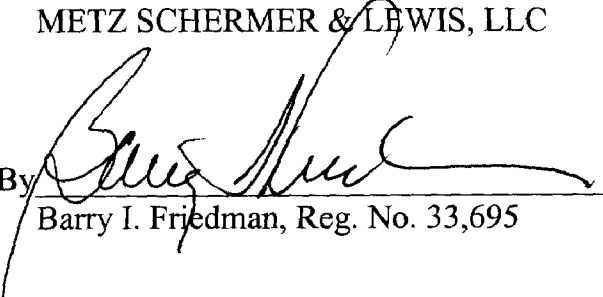
Date of Execution of the Recorded Document: August 1, 2000

The statements made herein, to the best of the undersigned's knowledge and belief, are true and correct and any copies submitted are true and correct copies.

Respectfully submitted,

METZ SCHERMER & LEWIS, LLC

By


Barry I. Friedman, Reg. No. 33,695

ASSIGNMENT

Assignor: A.D. Starr, Inc.
Assignee: Compass Athletic Equipment, LLC
Subject: Trademark Assignment

A.D. Starr, Inc., a Georgia corporation, having its principal office and place of business at 55 Chastain Road, Suite 105, Kennesaw, Georgia 30144 (hereafter "ASSIGNOR"), is the sole and exclusive owner of the following United States Trademarks on the Principal Register, and the goodwill of the business symbolized thereby (hereafter "MARKS"):

<u>Mark</u>	<u>Registration No.</u>	<u>Registration Date</u>
PATRIOT & DESIGN	1,857,794	October 11, 1994
A.D. STARR & DESIGN	1,826,443	March 15, 1994

Compass Athletic Equipment, LLC, a Pennsylvania limited liability company, having its principal office and place of business at 31 Rosemont Lane, Pittsburgh, Pennsylvania 15217 (hereafter "ASSIGNEE"), is desirous of acquiring all right, title and interest in the MARKS.

Now, therefore, to all whom it may concern, be it known that for good and valuable consideration, the receipt thereof which is hereby acknowledged, the said ASSIGNOR has sold, assigned, transferred and set over, and does hereby sell, assign, transfer and set over to the ASSIGNEE the aforementioned MARKS, together with the goodwill of the business symbolized by said MARKS, the same to be held and enjoyed by ASSIGNEE for its own use and enjoyment, and

for the use and enjoyment of its successors, assigns and other legal representatives, as fully and entirely as the same would have been held and enjoyed by the said ASSIGNOR if this assignment and sale had not been made.

ASSIGNOR agrees that it will, by its officers, employees, legal representatives or other persons duly authorized, communicate to ASSIGNEE or the representatives thereof any facts known to it respecting said MARKS, and will, upon request, testify in any legal proceedings, sign all lawful papers, make all rightful oaths, and generally do all other and further lawful acts, deemed necessary or expedient by said ASSIGNEE or by counsel for ASSIGNEE, to assist or enable said ASSIGNEE to obtain and enforce full benefits of ownership of said MARKS and from the rights and interests herein assigned. ASSIGNOR additionally agrees to execute copies of this assignment or portions thereof regarding any or all of the aforementioned trademarks, as required by ASSIGNEE in the future.

ASSIGNOR of the aforesaid MARKS hereby agrees to waive all rights and privileges to attack the registration of the aforesaid MARKS which ASSIGNOR has assigned as against anyone claiming a right under any or all of the aforementioned MARKS under ASSIGNOR's assignment or grant.

ASSIGNOR warrants that it is the sole and exclusive owner of the MARKS listed within this assignment, and that the MARKS are free of all liens, security interests, claims or other encumbrances except where specifically noted.

ASSIGNOR warrants that no license has been granted in and to the MARKS.

In Testimony Whereof, ASSIGNOR has caused these presents to be signed by its officer

thereto duly authorized.

A.D. STARR, INC.

Date 8-1-00

By *Jefferson E. Criswell*
Jefferson E. Criswell

Title: President

STATE OF ~~GEORGIA~~ Pennsylvania
COUNTY OF ~~DEKALB~~ ALLEGHENY

ss:

On the 1st day of August, 2000, before me personally appeared Jefferson E. Criswell to me known, who being duly sworn, did depose and say that he is President of A.D. Starr, Inc., and that he executed the above assignment on behalf of said corporation with authority to do so.

Dawn K. Sweeny
Notary Public

[NOTARIAL SEAL]

Notarial Seal
Dawn K. Sweeny, Notary Public
Pittsburgh, Allegheny County
My Commission Expires Apr. 12, 2004
Member, Pennsylvania Association of Notaries