770 A 0 (0.4)	RM COVER SHEET U.S. DEPARTMENT OF COMMERCE
OMB No. 0651-0027 (exp. 6/30/2005)	RKS ONLY  U.S. Patent and Trademark Office
Tab settings ⇔ ⇔ ♥ ♥	<del>*************************************</del>
	Please record the attached original documents or copy thereof.
1. Name of conveying party(ies): Stryke Lacrosse, Inc.	Name and address of receiving party(ies)     Name: Stryke Lacrosse, LLC     Internal
Individual(s) Association  General Partnership Limited Partnership  Corporation-State  Other Michigan  Additional name(s) of conveying party(ies) attached?   Assignment Merger  Security Agreement Change of Name  Other  Execution Date: 01/27/2004	Street Address: 20 Guest Street  City: Brighton State: MA Zip: 02135  Individual(s) citizenship  Association  General Partnership  Limited Partnership  Corporation-State  Other Delaware limited liability company  If assignee is not domiciled in the United States, a domestic representative designation is stached: Yes No (Designations must be a separate document from assignment)  Additional name(s) & address( cs) attached? Yes V No
4. Application number(s) or registration number(s): A. Trademark Application No.(s)	B. Trademark Registration No.(s) 2688504
Additional number(s) at	ached Yes V No
Name and address of party to whom correspondence concerning document should be mailed:     Name: Miriam J. Rovner  Internal Address; Senior Trademark Paralegal	6. Total number of applications and registrations involved:  7. Total fee (37 CFR 3.41)
Goodwin Procter LLP	Enclosed
Exchange Place	Authorized to be charged to deposit account
Street Address: 53 State Street	8. Deposit account number: 07-1700
City: Boston State: MA Zip:02109-2881	
DO NOT USE	THIS SPACE
9. Signature.	) 
Rachelle A. Kagan  Name of Person Signing  Signing	February, 2004
Total number of pages including cove	gnature Date or sheet, attachments, and document:

Mail documents to be recorded with required cover sheet information to; Commissioner of Patent & Trademarks, Box Assignments Washington, D.C. 20231

> TRADEMARK REEL: 002788 FRAME: 0379

## TRADEMARK ASSIGNMENT

This Trademark Assignment (the "Assignment") is entered into this 27th day of January, 2004 by and between Stryke Lacrosse, Inc., a Michigan corporation ("Assignor"), and Stryke Lacrosse, LLC, a Delaware limited liability company ("Assignee").

WHEREAS, Assignor is the owner of the trademarks, service marks and trade names set forth on <u>Schedule 1</u> attached hereto and incorporated herein by this reference, including all applications or registrations therefor (the "Marks"); and

WHEREAS, Assignor and Assignee are parties to that certain Stock and Asset Purchase Agreement, dated as of the date hereof (the "<u>Purchase Agreement</u>"), pursuant to which the Assignor has agreed to sell and the Assignee has agreed to purchase substantially all of the assets of the Assignor's business; and

WHEREAS, Assignor now wishes to assign the Marks to Assignee, and Assignee is desirous of acquiring the Marks from Assignor.

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, the parties agree as follows:

- 1. Assignor hereby transfers, conveys, and assigns to Assignee, and Assignee hereby accepts from Assignor, all right, title, and interest in and to the Marks together with the goodwill associated with the Marks, including all federal and state trademark registrations thereof and applications therefor, as well as all common law rights thereto. Assignee shall have the sole right to sue and collect damages and/or profits for both past and present infringements of the Marks.
- 2. Assignee, at its own cost and expense, shall record a fully executed copy of this Assignment with the United States Patent and Trademark Office or any other agency having jurisdiction over the ownership of the Marks.

(Signature Page to Follow)

TRADEMARK
REEL: 002788 FRAME: 0380

IN WITNESS WHEREOF, the parties hereto have caused this Trademark Assignment to be executed by their respective duly authorized representatives as of the day and year above written.

ASSIGNOR:	ASSIGNEE:
STRYKE LACTOSSE, INC.	STRYKE LACROSSE, LLC
By: 1 dol/	By:
Name:	By: Name: James S. Davis
Title: V-P.	Title: Manager
	Ву:
	Name: John K. Withee
	Title: Manager
STATE OF)	
	) \$S.
COUNTY OF	)
to me personal (s)he is the V. P. of ST that said instrument was signed and seal	04, before me personally appeared ly known, who, being by me duly sworn, did say that RYKE LACROSSE, INC., a Michigan corporation, and ed on behalf of said corporation, by all necessary acknowledged said instrument to be the free act
In witness whereof, I have hereu and State aforesaid on the day and year l	nto attached my hand and notarial seal, at the County last above written.
My Commission Expires: 3-3->	Acqueling (. Wholeson Notary Public Macomb County, Mil Holing in Oakland My Commission Expires Mar. 3, 2007

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ASSIGNOR:

IN WITNESS WHEREOF, the parties hereto have caused this Trademark Assignment to be executed by their respective duly authorized representatives as of the day and year above written.

ASSIGNEE:

STRYKE LACROSSE, INC.	STRYKE LACROSSE, LLC
By: Name: Title:	By: Name: James S. Davis Title: Manager  By: Name: John K. Withee Title: Manager
STATE OF)	
COUNTY OF	SS.
(s)he is the of STRYKE that said instrument was signed and sealed on b authority; and said and deed of said corporation.	vn, who, being by me duly sworn, did say that LACROSSE, INC., a Michigan corporation, and behalf of said corporation, by all necessary acknowledged said instrument to be the free act sched my hand and notarial seal, at the County
My Commission Expires:	Notary Public

## SCHEDULE 1

## **MARKS**

Mark	United States Application Number	Application Date	Docket Number	Registration Date
STRYKE LACROSSE	76/233,559	03/30/01	STR 0101 TUS	**************************************
STRYKE LACROSSE	76/975,187	03/20/01	STR 0102 TUS	, , , , , , , , , , , , , , , , , , ,
INFINITY	76/400,961	04/29/02	STR 0103 TUS	02/18/03
DESIGN	76/420,594	06/12/02	STR 0106 TUS	

TRADEMARK REEL: 002788 FRAME: 0383

**RECORDED: 02/05/2004**