

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
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NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL
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CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Valley-Dynamo, L.P.		06/09/2003	LIMITED PARTNERSHIP:

RECEIVING PARTY DATA	
Name:	BBB Acquisition, L.P.
Street Address:	525 W. Laketon Avenue
City:	Muskegon
State/Country:	MICHIGAN
Postal Code:	49441
Entity Type:	LIMITED PARTNERSHIP:

PROPERTY NUMBERS Total: 1		
Property Type	Number	Word Mark
Registration Number:	1819277	USTSA UNITED STATES TABLE SOCCER ASSOCIATION

CORRESPONDENCE DATA	
Fax Number:	(248)203-0763
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Email:	ipmail@dykema.com
Correspondent Name:	William F. Kolakowski
Address Line 1:	39577 Woodward Avenue
Address Line 2:	Suite 300
Address Line 4:	Bloomfield Hills, MICHIGAN 48304

ATTORNEY DOCKET NUMBER:	65300-1406
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NAME OF SUBMITTER:	Connie McLean
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Total Attachments: 8 source=Assignment 1#page1.tif source=Assignment 2#page1.tif source=Assignment 3#page1.tif source=Assignment 4#page1.tif source=Assignment 5#page1.tif

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INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This Agreement is made as of June 9, 2003 by and between Valley-Dynamo, L.P., a Delaware limited partnership ("Assignor") and BBB Acquisition L.P., a Delaware limited partnership ("Assignee").

WHEREAS, Assignor and Assignee are parties to an Asset Purchase Agreement dated June 9, 2003 in which Assignor agrees to sell to Assignee all Intellectual Property¹ owned by Assignor and the rights of Assignor in and to any Intellectual Property licensed by Assignor or otherwise used or proposed for use by Assignor in the operation of the Business, including, without limitation the patents, patent applications, trademarks, service marks and copyrights and registrations and applications for registration of the trademarks, service marks and copyrights listed on Schedule A attached hereto (collectively, "VDLP Intellectual Property")

NOW THEREFORE, in consideration of the promises and covenants contained herein and for other good and valuable consideration, the parties agree as follows:

1. ASSIGNMENT OF RIGHTS.

Assignor hereby sells, conveys, transfers, assigns and delivers unto Assignee, its successors and assigns, Assignor's entire right, title, and interest in and to the VDLP Intellectual, including

(a) all patents, including the right to sue for past infringements thereof, and patent applications, the underlying inventions described in the patents and patent applications, the right to file foreign patent applications corresponding to the patent applications, and the right to claim the priority date of the patent applications and any legal equivalents thereof, and any and all patents in the United States of America and all foreign countries which may be granted therefor and thereon, and to any and all divisions, continuations, and continuations-in-part of the patent applications, or re-issues or extensions of the patents;

(b) all trademarks and service marks together with the goodwill of the business symbolized thereby and the right to bring suit and collect damages for past infringements thereof; and,

(c) all copyrights, including the enumerated rights under Sections 106 and 106A of the U.S. Copyright Act, together with all the rights to sue and recover for any past infringements of the copyrights.

¹ Capitalized terms used, but not defined herein shall have the meaning set forth in the Asset Purchase Agreement of June 9, 2003 by and among Brunswick Corporation, BBB Acquisition L.P., Valley-Dynamo L.P., Dynamo Ltd., Fenway Holdings, L.L.C., VDG Corp., William G. Rickett and Summit Amusement & Distributing, Ltd.

2. FURTHER ASSISTANCE.

Assignor hereby covenants and agrees that the Assignor will at any time upon the request of the Assignee execute and deliver any and all papers and do all lawful acts that may be necessary or desirable to perfect the rights, titles, and interests conveyed to Assignee herein and Assignee's successors and assigns and to permit Assignee and Assignee's successors and assigns to record this Agreement against the VDLP Intellectual Property with any government office.

Assignor hereby constitutes and appoints Assignee and its successors and assigns as its true and lawful attorneys in fact in connection with the transactions contemplated by this instrument, with full power of substitution to demand and receive, in the name and stead of Assignor but on behalf of and for the benefit of Assignee and its successors and assigns, any and all of the VDLP Intellectual Property hereby conveyed, assigned, and transferred or intended so to be, and to give receipt and releases for and in respect of the same and any part therefor, and from time to time to institute and prosecute, in the name of Assignor or otherwise, for the benefit of Assignee or its successors and assigns, proceedings at law, in equity, or otherwise, which the Assignee or its successors or assigns deem proper in order to collect or reduce to possession or endorse any of the VDLP Intellectual Property, and to do all acts and things in relation to the VDLP Intellectual Property which Assignee or its successors or assigns reasonably deem desirable.

3 MISCELLANEOUS PROVISIONS

(a) Governing Law. The provisions of this Agreement and the documents delivered pursuant hereto shall be governed by and construed in accordance with the laws of the State of Delaware (excluding any conflicts-of-law rule or principle that might refer same to the laws of another jurisdiction).

(b) Reformation and Severability. In the event that any provision contained in this Agreement shall be determined to be invalid, illegal or unenforceable in any respect for any reason, the validity, legality and enforceability of any such provision in every other respect and the remaining provisions of this Agreement shall not be in any way impaired.

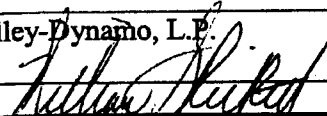
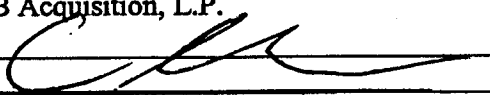
(c) Exercise of Rights and Remedies. No delay of or omission in the exercise of any right, power or remedy accruing to any party as a result of any breach or default by any other party under this Agreement shall impair any such right, power or remedy, nor shall it be construed as a waiver of or acquiescence in any such breach or default, or of any similar breach or default occurring later; nor shall any waiver of any single breach or default be deemed a waiver of any other breach or default occurring before or after that waiver.

(d) Headings, Exhibits and Schedules. The headings herein are inserted for convenience of reference only and are not intended to be a part of or to affect the meaning or interpretation of this Agreement. The Exhibits and Schedules referred to herein are attached hereto and incorporated herein by this reference.

(e) Assignment. This Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and assigns.

(f) Execution in Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which shall constitute a full and complete Agreement.

(g) No Strict Construction. The language used in this Agreement shall be deemed to be the language chosen by the parties to express their mutual intent and no rule of strict construction shall be applied against any party.

Valley-Dynamo, L.P.	BBB Acquisition, L.P.
	
By: William Rickett	By: Clifford Sladrick
Its: Chief Executive Officer	Its: VP of Acquisitions of the General Partner
Date: June 9 2003	Date: June 9 2003

SCHEDULE A

I. Patents and Patent Applications

<u>Country</u>	<u>Patent No.</u>	<u>Issue Date</u>	<u>App. No.</u>	<u>Filing Date</u>	<u>Title/Notes</u>
United States	4,155,549	05/22/1979	05/667,102	03/15/1976	Pool Ball Sorting Apparatus Status: Expired
United States	4,382,598	05/10/1983	06/364,802	04/02/1982	Rod Bearing for Table Soccer or Fussball Game Structure Status: Expired
United States	4,726,586	02/23/1988	06/699,355	02/07/1985	Pool Ball Return Control Apparatus
United States	4,979,739	12/25/1990	07/388,768	08/01/1989	Ball Return Control Apparatus Status: Expired
United States	5,058,892	10/22/1991	07/641,582	01/15/1991	Table Soccer or Fussball Game Playing Ball Status: Expired
United States	5,071,137	12/10/1991	07/635,875	12/27/1990	Table Soccer Game Bumper Structure
United States	5,072,880	12/17/1991	07/634,392	12/27/1990	Sectional Rod Bearing for Fussball Game Structure
United States	5,240,250	08/31/1993	07/715,430	06/14/1991	Game Ball Made by Method Including Molding and Machining Steps
United States	5,333,864	08/02/1994	07/954,678	09/30/1992	Table Soccer Playing Figure

United States	5,419,555	05/30/1995	08/145,407	10/29/1993	Table Soccer Playing Figure and Method of Manufacture
United States	5,496,031	03/05/1996	08/402,305	03/10/1995	Method of Fabricating a Table Soccer of Fussball Playing Game Ball Status: Expired
United States	5,641,163	06/25/1997	08/416,160	04/04/1995	Table Soccer Playing Figure
United States			07/148,762	01/26/1988	Ball Return Control Apparatus
United States			07/626,023	12/12/1990	Table Soccer Playing Figure
United States			08/113,421	08/27/1993	Method of Fabricating a Table Soccer of Fussball Playing Game Ball
Australia	585,310		198653282	08/14/1986	Cue-Ball Return Control Status: Abandoned
Canada	1,273,031	08/21/1990	499,432	01/13/1986	Pool Ball Return Control Apparatus Status: Abandoned
Canada	1,305,504	07/21/1992	574,327	08/10/1988	Ball Return Control Apparatus Status: Abandoned
Europe	325,687	12/27/1991	88111688.3	07/20/1988	Ball Return Control Apparatus Designating: Austria, Belgium, France, Germany, Greece, Italy, Liechtenstein, Luxembourg, Netherlands, Spain, Sweden and

						Switzerland	German Patent No. 3,867,223 Spanish Patent No. 2,027,734 Status: Abandoned
Germany	36 03 288	07/24/1997	36 03 288	02/04/1986	Pool Ball Return Control Apparatus Status: Abandoned		
Great Britain	2,170,721	11/09/1988	8602941	02/06/1986	Pool Ball Return Control Apparatus Status: Abandoned		
Great Britain	2,214,441	05/08/1991	8814099.1	06/14/1988	Ball Control Apparatus Status: Abandoned		
PCT			1991US8251	11/08/1991	Table Soccer or Fussball Game Playing Ball Published as WO 9212769		
PCT			1992US9202	12/10/1991	Table Soccer Playing Figure Published as WO 9210253		

II. Trademarks/Service Marks Registrations and Applications

Country	Reg. No.	Reg. Date	App. No.	Filing Date	Mark and Notes
United States	998,520	11/19/1974	73/011,251	01/17/1974	TORNADO

United States	1,270,028	03/13/1984	73/408,013	01/03/1983	T TORNADO & Design Goods: Tables and associated apparatus for playing the game of fussball Goods: Equipment sold as a unit for playing a table soccer game
United States	1,819,277	02/01/1994	74/238,376	01/17/1992	USTSA UNITED STATES TABLE SOCCER ASSOCIATION & Design Goods: Promotion of the sport of table soccer
United States	2,030,130	01/14/1997	75/051,495	01/31/1996	Miscellaneous Design (Balanced Man) Goods: Table soccer playing figures
United States	2,044,397	03/11/1997	74/606,308	12/02/1994	THE TWISTER & Design Goods: Equipment sold as a unit for playing a table soccer game
Argentina			2062288		TORNADO Status: Abandoned
Australia	719396	10/10/1996		10/10/1996	TORNADO Goods: Table soccer games and table hockey games
Brazil			819676411		TORNADO Status: Abandoned

Europe		11/19/1999	00365262	10/23/1996	TORNADO Designating: Austria, Belgium, Denmark, Finland, France, Germany, Greece, Ireland, Italy, Luxembourg, The Netherlands, Portugal, Spain, Sweden and the United Kingdom Goods: Tables for indoor football and hockey games
Germany			39514885		TORNADO & Design
Great Britain	2013355A	07/19/1996		03/08/1995	TORNADO Goods: Tables for indoor football
Great Britain	2013355B	07/26/1996		03/08/1995	TORNADO & Design Goods: Tables for indoor football
Hong Kong			9508186		TORNADO Status: Abandoned
New Zealand	268115	04/09/1997		10/09/1996	TORNADO Good: Table soccer games and table hockey games
South Africa			09615453		TORNADO Status: Abandoned