

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL
EFFECTIVE DATE:	08/30/2005

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Video Action Sports, Inc.		08/31/2005	CORPORATION: CALIFORNIA

**RECEIVING PARTY DATA**

Name:	Just Sports Products, LLC
Street Address:	16366 Morro Road
City:	Atascadero
State/Country:	CALIFORNIA
Postal Code:	93422
Entity Type:	Limited Liability Company: CALIFORNIA

**PROPERTY NUMBERS Total: 1**

Property Type	Number	Word Mark
Registration Number:	2611480	JUSTPUSHPLAY

**CORRESPONDENCE DATA**

Fax Number: (757)628-5566  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
 Phone: 757-628-5634  
 Email: kwhite@wilsav.com  
 Correspondent Name: Kevin A. White, Esq.  
 Address Line 1: One Commercial Place #1800  
 Address Line 4: Norfolk, VIRGINIA 23510

NAME OF SUBMITTER:	Kevin A. White
Signature:	/Kevin A. White/
Date:	09/06/2005

OP \$40.00 2611480

Total Attachments: 1  
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TRADEMARK ASSIGNMENT

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, VIDEO ACTION SPORTS, INC., a California corporation ("Assignor"), hereby irrevocably sells, grants, conveys, assigns, and sets over to JUST SPORTS PRODUCTS, LLC, a California limited liability company ("Assignee"), and its successors and assigns, on an exclusive basis, all of Assignor's right, title, and interest in and to the trademarks JUST PUSH PLAY, JUST PUSH PLAY.COM and any and all variations thereof, including, without limitation, the United States Patent and Trademark Office Registration for JUSTPUSHPLAY (Stylized) (Registration Number 2,611,480) (collectively, the "Trademarks"), together with the goodwill of the business concerned in the goods and/or services for which the Trademarks are used and/or registered, any and all actions and rights of action for infringements thereof and otherwise with respect thereto, whether arising prior to or subsequent to the date of this assignment, and any and all renewals and extensions thereof.

Assignor hereby agrees promptly to execute and deliver to Assignee, or to its successors and assigns, all such further documents as may reasonably be necessary to vest all right, title, and interest in and to the Trademarks in Assignee and its successors and assigns.

IN WITNESS WHEREOF, the undersigned has executed this assignment effective as of the 30th day of August, 2005.

VIDEO ACTION SPORTS, INC.

By: [Signature]  
Name: JAMES W STEGALL, JR  
Title: CFO - VP

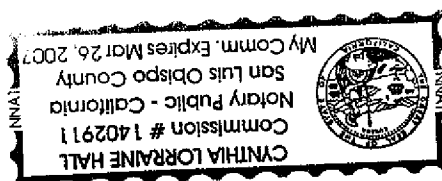
STATE OF California  
CITY/COUNTY OF San Luis Obispo to wit:

I, Cynthia L. Hall, a Notary Public in and for the City/County and State aforesaid, do hereby certify that on this 31 day of August, 2005, personally appeared before me, James Stegall, who, being by me first duly sworn, declare that he/she is the VP CFO of VIDEO ACTION SPORTS, INC., that he/she signed the foregoing document as V.P. of the corporation, and that the statements herein contained are true.

[Signature]  
Notary Public

(SEAL)

My commission expires: March 26, 2007



I-664278.2