

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Pleasant Hill Mfg. Co		06/01/2006	CORPORATION: MISSOURI
King Louis International, Inc.		06/01/2006	CORPORATION: KANSAS

**RECEIVING PARTY DATA**

<b>Name:</b>	King Louis America, L.C.
<b>Street Address:</b>	6600 College Boulevard, Suite 310
<b>City:</b>	Overland Park
<b>State/Country:</b>	KANSAS
<b>Postal Code:</b>	66211
<b>Entity Type:</b>	Limited Liability Company: KANSAS

**PROPERTY NUMBERS Total: 6**

Property Type	Number	Word Mark
Registration Number:	2766869	KING LOUIE
Registration Number:	2705375	KING LOUIE MADE IN USA
Registration Number:	2809107	KING LOUIE INTERNATIONAL
Registration Number:	839322	KING LOUIE
Registration Number:	827677	KING LOUIE
Registration Number:	606106	KING LOUIE

**CORRESPONDENCE DATA**

Fax Number: (913)451-0875  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
 Phone: 913-451-5100  
 Email: gkraai@lathropgage.com  
 Correspondent Name: Gerald M. Kraai, Registration No. 34,854  
 Address Line 1: 10851 Mastin Blvd, Bldg 82, Suite 1000  
 Address Line 4: Overland Park, KANSAS 66210

CH \$165.00 2766869

NAME OF SUBMITTER:	Gerald M. Kraai
Signature:	/Gerald M. Kraai/
Date:	06/06/2006
<b>Total Attachments: 5</b> source=King Louie-TM Assign-Pg 1#page1.tif source=King Louie-TM Assign-Pg 2#page1.tif source=King Louie-TM Assign-Pg 3#page1.tif source=King Louie-TM Assign-Pg 4#page1.tif source=King Louie-TM Assign-Pg 5#page1.tif	

## TRADEMARK ASSIGNMENT

This Trademark Assignment (the "*Assignment*") is made effective as of June 1, 2006, by and among King Louie International, Inc., a Kansas corporation ("*International*"), and Pleasant Hill Mfg. Co., a Missouri corporation ("*Pleasant Hill*") (although more than one, International and Pleasant Hill are referred to in this Assignment collectively as "*Seller*," and their obligations under this Assignment are joint and several), and King Louie America, L.C., a Kansas limited liability company ("*Purchaser*").

Seller and Purchaser are parties to that certain Asset Purchase Agreement (the "*Purchase Agreement*") effective as of May 31, 2006, under which Purchaser has the right to obtain certain assets from Seller, subject to certain obligations of Seller. This Assignment is the trademark assignment required under Section 5.2(f) of the Purchase Agreement.

Therefore, in consideration of the mutual promises contained in this Assignment and for other good and valuable consideration, the receipt and sufficiency of which the parties acknowledge, the parties agree as follows:

1. **Definitions.** Capitalized terms used in this Assignment without definition have the meanings ascribed to them in the Purchase Agreement (which meanings are incorporated into this Assignment by this reference).

2. **Trademark Assignment.** Seller assigns to Purchaser, and Purchaser receives and accepts, all of Seller's right, title and interest in and to the trademarks and tradenames described on the attached Schedule A (the "*Marks*"), including, without limitation (a) all goodwill associated with the Marks, and all goodwill associated with the goods or services to which the Marks pertain; (b) all registrations, and applications for registrations, for the Marks, and any renewals thereof; (c) the right to sue or otherwise recover for any and all past, present and future infringements and misappropriations of the Marks; (d) all income, royalties, damages and other payments now and hereafter due and payable with respect to the Marks; and (e) all other rights, whether statutory or common law, corresponding thereto and all other rights of any kind whatsoever accruing thereunder, together in each case with the goodwill of the business connected with the use of, and symbolized by, each such Mark.

3. **General Provisions.**

(a) **Amendments and Waivers**

(i) Any provision of this Assignment may be amended or waived if such amendment or waiver is in writing and is signed, in the case of an amendment, by each party to this Assignment, or in the case of a waiver, by the party against whom the waiver is to be effective.

(ii) No failure or delay by any party in exercising any right, power or privilege under this Assignment will operate as a waiver thereof, nor will any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

(b) Successors and Assigns. This Assignment will be binding upon and inure to the benefit of the parties to this Assignment and their respective successors and assigns. No party may assign, delegate or otherwise transfer any of its rights or obligations under this Assignment (including any transfer by way of merger or operation of law) without the consent of each other party to this Assignment.

(c) No Third-Party Beneficiaries. Except as provided in Article XIV and Section 15.4 of the Purchase Agreement, this Assignment is for the sole benefit of the parties to this Assignment and their permitted successors and assigns, and nothing expressed or implied in this Assignment will give or be construed to give to any Person, other than the parties to this Assignment and such permitted successors and assigns, any legal or equitable rights under this Assignment.

(d) Governing Law. This Assignment will be governed solely by, and construed solely in accordance with, Kansas law as it applies to contracts entered into and performed wholly within Kansas, regardless of the Laws that might otherwise govern under principles of conflict of laws thereof.

(e) Counterparts. This Assignment may be executed in one or more counterparts, all of which will be considered one and the same agreement and will become effective when one or more counterparts have been signed by each of the parties and delivered to the other party or parties. The exchange of copies of this Assignment and of signature pages by facsimile transmission will constitute effective execution and delivery of this Assignment as to the parties and may be used in lieu of the originally signed Assignment for all purposes. Signatures of the parties transmitted by facsimile will be deemed to be their original signatures for all purposes.

(f) Headings. The headings in this Assignment are for convenience of reference only and will not control or affect the meaning or construction of any provisions of this Assignment.

(g) Entire Agreement. This Assignment (along with the Purchase Agreement, Schedules, Exhibits, the Ancillary Agreements and other documents, instruments and certificates delivered under the Purchase Agreement) (i) supersedes all prior agreements, whether written or oral, between the parties with respect to its and their subject matter (including (1) any letter of intent between Purchaser and Seller and (2) any verbal discussions between Purchaser and any of its Representatives, on the one hand, and the Seller and its Representatives, on the other hand) and (ii) constitutes a complete and exclusive statement of the terms of the agreement between the parties with respect to its and their subject matter.

(h) Severability. If a court of competent jurisdiction holds any provision of this Assignment or the application of any such provision to any Person or circumstance to be invalid, illegal or unenforceable in any respect, the remaining provisions of this Assignment (or the application of such provision in other jurisdictions or to Persons or circumstances other than those to which it was held to be invalid, illegal or unenforceable) will in no way be affected, impaired or invalidated, and to the extent permitted by applicable Law any such provision will be (i) restricted in applicability or

reformed to the minimum extent required for such provision to be enforceable, and (ii) interpreted and enforced to give effect to the original written intent of the parties before the determination of such invalidity or unenforceability.

(f) Further Assurances. Seller and Purchaser will execute and deliver upon request from time to time after the date of this Assignment, without further consideration, such other documents, certificates, agreements and other writings, and take such other actions, that are necessary to consummate or implement more effectively the transactions contemplated under this Assignment.

(g) Relation to Purchase Agreement. Notwithstanding any other provision of this Assignment to the contrary, nothing contained in this Assignment in any way supercedes, modifies, replaces, amends, changes, rescinds, waives, exceeds, expands, enlarges or in any way affects the provisions of the Purchase Agreement, including, without limitation, any warranty, representation, covenant, agreement, condition, obligation or right (e.g., Purchaser's right of set-off under Section 14.2), all of which survive both the Closing under the Purchase Agreement and the execution and delivery of this Assignment. This Assignment will be governed entirely in accordance with the terms and conditions of the Purchase Agreement.

Each of the parties has executed this Assignment, or caused it to be duly executed on its behalf, effective as of the day and year first above written.

SELLER:

KING LOUIE INTERNATIONAL, INC.

By: 

Name: Robert V. Palan

Title: Chairman of the Board

PLEASANT HILL MFG. CO.

By: 

Name: Robert V. Palan

Title: Vice President

PURCHASER:

KING LOUIE AMERICA, L.C.

By: 

Name: Michael Lerner

Title: Manager

## SCHEDULE A

### Trademarks and Tradenames

#### Trademarks:

King Louie, U.S. Registration No. 2766869 issued September 23, 2003 for clothing, namely shirts, t-shirts, shorts, pants, tops, bottoms, jerseys, vests, caps, hats, pullovers, jackets, coats and skirts in International Class 25

King Louie Made in USA (stylized), U.S. Registration No. 2705375 issued April 8, 2003 for clothing, namely shirts, t-shirts, shorts, pants, tops, bottoms, jerseys, vests, caps, hats, pullovers, jackets, coats and skirts in International Class 25, to-wit:

**KING LOUIE**  
MADE IN USA

King Louie International (stylized), U.S. Registration No. 2809107 issued January 27, 2004 for clothing, namely shirts, t-shirts, shorts, pants, tops, bottoms, jerseys, vests, caps, hats, pullovers, jackets, coats and skirts in International Class 25, to-wit:

**KING LOUIE**  
INTERNATIONAL

King Louie (and Design), U.S. Registration No. 839322 issued November 21, 1967 and Renewed November 21, 1987 for entertainment services-namely, the operation of establishments for bowling, skating, [racing miniature cars] playing billiards, pool and snooker; and providing instructions in bowling and cue games in International Class 41, to-wit:

**King Louie**

King Louie (and Design), U.S. Registration No. 827677 issued April 18, 1967 and Renewed April 18, 1987 for restaurant and cocktail lounge services in International Class 42, to-wit:

**King Louie**

King Louie (and Design), U.S. Registration No. 606106 issued May 17, 1955  
Renewed May 17, 2005 for sportswear-namely, bowling shirts in U.S. Class 39 (International  
Class 25); to-wit

**King Louie**

Trade names:

King Louie  
King Louie Enterprises  
King Louie International  
King Louie Made in USA  
King Louie Made in America  
Lerner Brothers  
Lerner Brothers Manufacturing Company  
Lerner Bros. Mfg. Co., Inc.