# OP \$65.00 32415

## TRADEMARK ASSIGNMENT

Electronic Version v1.1 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL	

#### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
IQ Bowling Industries B.V.		109/02/2010	LIMITED LIABILITY COMPANY: NETHERLANDS

#### **RECEIVING PARTY DATA**

Name:	Ebonite International, Inc.	
Street Address:	1813 W. 7th Street	
City:	Hopkinsville	
State/Country:	KENTUCKY	
Postal Code:	42241	
Entity Type:	CORPORATION: KENTUCKY	

#### PROPERTY NUMBERS Total: 2

Property Type	Number	Word Mark	
Registration Number:	3241543	DIAMOND 299 DURAMID	
Registration Number:	3236384	DIAMOND 299 DURAMID	

## **CORRESPONDENCE DATA**

Fax Number: (502)589-0309

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 502.562.7378

Email: mwilliams@wyattfirm.com

Correspondent Name: Matthew A. Williams

Address Line 1: 500 West Jefferson Street

Address Line 4: Louisville, KENTUCKY 40202

ATTORNEY DOCKET NUMBER:	011165.000054	
NAME OF SUBMITTER:	Matthew A. Williams	
Signature:	/Matthew A. Williams/	
	TRADEMARK	

TRADEMARK REEL: 004276 FRAME: 0027

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Date:	09/10/2010
Total Attachments: 2 source=Assignment of Service Marks and T source=Assignment of Service Marks and T	. •

TRADEMARK REEL: 004276 FRAME: 0028

# Assignment of Service Marks and Trademarks

ASSIGNMENT OF SERVICE MARKS AND TRADEMARKS made as of the 2nd day of September, 2010, by IQ Bowling Industries B.V., a Dutch company with limited liability under Dutch law ("Assignor"), to Ebonite International, Inc., a Kentucky corporation ("Assignee").

#### **RECITAL**

Assignee and Assignor are parties to an Asset Purchase Agreement dated as of September 2, 2010 (the "Agreement"), pursuant to which Assignor has agreed to sell to Assignee and Assignee has agreed to buy from Assignor the Assets (as defined in the Agreement), including without limitation the service marks, trademarks and trade names of Assignor. Pursuant to the Agreement, Assignor has agreed to execute such instruments as the Assignee may reasonably request in order to more effectively assign, transfer, grant, convey, assure and confirm to Assignee and its successors and assigns, or to aid and assist in the collection of or reducing to possession by the Assignee of, all of such assets.

In accordance therewith, Assignor desires to transfer and assign to Assignee, and Assignee desires to accept the transfer and assignment of, all of Assignor's worldwide right, title and interest in, to and under Assignor's registered and unregistered domestic and foreign service marks, trademarks, trademark applications and trade names, including without limitation the service marks, trademarks, service mark and trademark applications and trade names listed on Schedule A annexed hereto and incorporated herein by reference (all of the foregoing being referred to herein as the "Marks").

NOW, THEREFORE, Assignor, for and in exchange for the payment of the purchase price set forth in the Agreement, the receipt of which is hereby acknowledged, does hereby transfer and assign to Assignee, and Assignee hereby accepts the transfer and assignment of, all of Assignor's worldwide right, title and interest in, to and under the Marks, together with the goodwill of the business associated therewith and which is symbolized thereby, all rights to sue for infringement of any Mark, whether arising prior to or subsequent to the date of this Assignment of Service Marks and Trademarks, and any and all renewals and extensions thereof that may hereafter be secured under the laws now or hereafter in effect in the United States, Canada and in any other jurisdiction, the same to be held and enjoyed by the said Assignee, its successors and assigns from and after the date hereof as fully and entirely as the same would have been held and enjoyed by the said Assignor had this Assignment of Service Marks and Trademarks not been made.

Except to the extent that federal law preempts state law with respect to the matters covered hereby, this Assignment of Service Marks and Trademarks shall be governed by and construed in accordance with the laws of the Commonwealth of Kentucky without giving effect to the principles of conflicts of laws thereof.

IN WITNESS WHEREOF, Assignor has caused its duly authorized officer to execute this Assignment of Service Marks and Trademarks as of the date first above written.

IO Bowling Industries B.V. ("Assignor")

By:

Name: Title:

ANS A.M.IKRU Docaideat

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TRADEMARK REEL: 004276 FRAME: 0029

# SCHEDULE A

Mark	Registration Number	Registration Date	Country
Ostrono Onglant	3241543	May 15, 2007	United States
DIAMOND 299 DURAMID	3236384	May 1, 2007	United States

**RECORDED: 09/10/2010** 

TRADEMARK REEL: 004276 FRAME: 0030