

**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		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Primo Sport, Inc.		12/31/2008	CORPORATION: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Primo Sport Holdings, LLC		
<b>Street Address:</b>	814 Interchange Boulevard		
<b>City:</b>	Newark		
<b>State/Country:</b>	NEW JERSEY		
<b>Postal Code:</b>	19711		
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: DELAWARE		
<b>PROPERTY NUMBERS Total: 3</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	77462820	HEXOFLEX	
<b>Registration Number:</b>	3811574	CARPLGARD	
<b>Serial Number:</b>	77457313	NITROBLOCK	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(302)984-6399		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	(302) 984-6300		
<b>Email:</b>	bkrikelis@mccarter.com, kknoll@mccarter.com		
<b>Correspondent Name:</b>	Basil S. Krikelis		
<b>Address Line 1:</b>	McCarter & English, LLP 405 N. King St		
<b>Address Line 2:</b>	Renaissance Centre, 8th Floor		
<b>Address Line 4:</b>	Wilmington, DELAWARE 19801		
<b>ATTORNEY DOCKET NUMBER:</b>	101053/00001		
<b>NAME OF SUBMITTER:</b>	Basil S. Krikelis		

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**TRADEMARK**  
 REEL: 004502 FRAME: 0708

Signature:	/Basil S. Krikelis/
Date:	03/22/2011
<b>Total Attachments: 5</b> source=TM ASSIGNMENT Primo Sport & Primo Sport Holdings LLC#page1.tif source=TM ASSIGNMENT Primo Sport & Primo Sport Holdings LLC#page2.tif source=TM ASSIGNMENT Primo Sport & Primo Sport Holdings LLC#page3.tif source=TM ASSIGNMENT Primo Sport & Primo Sport Holdings LLC#page4.tif source=TM ASSIGNMENT Primo Sport & Primo Sport Holdings LLC#page5.tif	

## PATENT AND TRADEMARK ASSIGNMENT AGREEMENT

**THIS PATENT AND TRADEMARK ASSIGNMENT AGREEMENT** is effective as of this 31<sup>st</sup> day of December, 2008 (the "Effective Date") by and between Primo Sport, Inc., a Delaware corporation with an office located at 814 Interchange Blvd., Newark, DE 19711 ("**Primo Sport**") and Primo Sport Holdings, LLC, a Delaware limited liability company with an office located at 814 Interchange Blvd., Newark, DE 19711 ("**Holdings**"). (Primo Sport and Holdings are each referred to herein as a "Party" and collectively as the "Parties".)

### **WITNESSETH:**

**WHEREAS**, Primo Sport owns all right, title and interest in and to the patents, and trademarks listed on the attached Schedule A (the "**Assets**") and is willing to sell, transfer and assign to Holdings the entire right, title and interest in and to the Assets on the terms set forth herein.

**NOW, THEREFORE**, in consideration of the above recitals which are incorporated with and made a part of this Agreement and, in further consideration of the mutual covenants and agreements hereinafter contained, the Parties agree as follows:

### **ARTICLE I** **ASSIGNMENT**

**1.1 Assignment.** In consideration for the payment set forth in Article III below, Primo Sport hereby sells, transfers, assigns and conveys to Holdings the entire right, title and interest in and to the Assets free and clear of all liens, claims and encumbrances.

**1.2 Further Assurances.** In the event after execution of this Agreement any further action is necessary or desirable to carry out the purposes of this Agreement and effectuate a transfer and assignment of the Assets to Holdings or its designee, Primo Sport will take such further action (including the execution and delivery of such further instruments and documents) as Holdings may reasonably request.

### **ARTICLE II** **PAYMENT**

In consideration for assigning all right, title and interest in and to the Assets, Holdings shall pay to Primo Sport upon execution of this Agreement by wire transfer in immediately available funds to an account designated by Primo Sport One Hundred U.S. Dollars (\$100.00).

**ARTICLE III**  
**REPRESENTATIONS AND WARRANTIES OF PRIMO SPORT**

Primo Sport hereby, represents and warrants to Holdings as follows:

**3.1 Organization.** Primo Sport represents that it is a corporation duly organized, validly existing and in good standing under the laws of the State of Delaware and has all requisite corporate power and authority to own, operate and lease its properties and carry on its business as now being conducted and to enter into this Agreement and perform its obligations hereunder.

**3.2 Authorization.** Primo Sport has the requisite capacity, power and authority to enter into this Agreement and to sell, transfer, convey and assign all right, title and interest in and to the Assets. This Agreement constitutes the valid and legally binding obligation of Primo Sport enforceable in accordance with its terms.

**3.3 No Conflict.** The execution, delivery and performance of this Agreement by Primo Sport will not result in a breach or violation of, or constitute a default under the Articles of Incorporation or By-Laws of Primo Sport or conflict with, constitute a default under, result in the acceleration of, create in any party the right to accelerate, terminate, modify, or cancel, or require any notice under any contract, agreement instrument or indebtedness, or other arrangement to which Primo Sport is a party or by which it is bound or to which any of its assets is subject.

**3.4 Title to Assets.** Primo Sport has good and marketable title to the Assets, free and clear of all liens, claims and encumbrances ("**Liens**") and the assignment of the entire, right, title and interest in and to the Assets shall be sufficient to transfer good and marketable title to the Assets free and clear of all Liens to Holdings. There are no licenses, sublicenses or other interests or rights in the Assets held by any other parties.

**3.5 Infringement; Validity.** No charge, complaint, action, investigation or claim is pending or, to the knowledge of Primo Sport, threatened that (a) claims that Primo Sport is in violation of or has infringed any patent, know-how or other intellectual property right of any third party related to the Assets or (b) challenges the legality, validity, enforceability, use or ownership of the Assets. To the knowledge of Primo Sport, no third party has interfered with, infringed upon, misappropriated, or otherwise come into conflict with any of the Assets and Primo Sport has provided no notice to third parties alleging interference, infringement, misappropriation, or other conflict with or of the Assets.

**3.6 No Other Warranties.** Except for the representations and warranties set forth above, Primo Sport makes no other warranties express or implied with respect to the Assets. Primo Sport specifically makes no warranty regarding the results that may be obtained by Holdings or its distributors, Primo Sports or customers arising from practice or use of the Assets.

**ARTICLE IV**  
**REPRESENTATIONS AND WARRANTIES OF HOLDINGS**

Holdings hereby, represents and warrants to Primo Sport as follows:

4.1 **Organization.** Holdings represents that it is a corporation duly organized, validly existing and in good standing under the laws of the State of Delaware and has all requisite corporate power and authority to own, operate and lease its properties and carry on its business as now being conducted and to enter into this Agreement and perform its obligations hereunder.

4.2 **Authorization.** Holdings has the requisite capacity, power and authority to enter into this Agreement and to sell, transfer, convey and assign all right, title and interest in and to the Assets. This Agreement constitutes the valid and legally binding obligation of Holdings enforceable in accordance with its terms.

4.3 **No Conflict.** The execution, delivery and performance of this Agreement by Holdings will not result in a breach or violation of, or constitute a default under the Articles of Incorporation or By-Laws of Holdings or conflict with, constitute a default under, result in the acceleration of, create in any party the right to accelerate, terminate, modify, or cancel, or require any notice under any contract, agreement instrument or indebtedness, or other arrangement to which Holdings is a party or by which it is bound or to which any of its assets is subject.

4.4 **No Other Warranties.** Except for the representations and warranties set forth above, Holdings makes no other warranties express or implied.

**ARTICLE V**  
**MISCELLANEOUS**

5.1 **Expenses.** Each party hereto shall pay its own costs and expenses incurred in connection with the negotiation and preparation of this Agreement and the consummation of the transactions contemplated herein. Holdings hereby agrees to pay all costs associated with preparing and filing the documents required to transfer and register ownership of the Assets.

5.2 **Notice.** Any notice, consent, document or other communication (hereinafter referred to as the "**Communication**") required or permitted to be given under this Agreement will be given in writing, in the English language and be delivered by overnight courier or mailed by certified mail, postage prepaid, to the other party at the address first set forth above or at any other address as the party to whom the Communication is to be given may designate by notice in writing pursuant to this Agreement.

5.3 **Assignment.** This Agreement shall not be assignable by any party to other than an Affiliate thereof without the prior written consent of the other Party. In the event of any such permitted assignment, the assignee shall be subject to and shall agree in writing to be bound by the terms and conditions of this Agreement.

**5.4 Governing Law.** This Agreement shall be governed by and construed in accordance with the internal laws and decisions of the State of Delaware without regard to its rules as to conflicts of laws; provided, however, that the Assets subject to this Agreement shall be interpreted in accordance with the laws of the country in which the Patent was granted.

**5.5 Survival.** The terms of this Agreement which by their intent or meaning have validity beyond the term of this Agreement shall survive the termination or expiration of this Agreement. The representations and warranties set forth herein shall expire two (2) years following execution of this Agreement.

**5.6 Counterparts.** This Agreement may be executed by the Parties hereto in counterparts, each of which, when so executed and delivered, shall be considered to be an original, but all such counterparts shall together constitute but one and the same instrument.

**5.7 Integration.** This Agreement is the complete agreement of the parties and supersedes all previous understandings and agreements relating to the subject matter hereof, including the assignment of the Assets.

**5.8 No Modification.** Neither this Agreement nor any of the terms hereof may be terminated, amended, supplemented, waived or modified orally, but only by an instrument in writing signed by the party against whom enforcement of the termination, amendment, supplement, waiver or modifications is sought.

IN WITNESS WHEREOF, the duly authorized representatives of the parties hereto have executed this Agreement as of the dates indicated below.

PRIMO SPORT HOLDINGS, LLC

By: J/M

Name/Title: Jim McKeon, Managing

Date: December 31, 2008 Member

PRIMO SPORT, INC.

By: Donald A. Sandberg

Name/Title: PRES.

Date: December 31, 2008

**SCHEDULE A**

**LIST OF ASSETS**

**PATENTS**

Country                      Application Number                      Filing Date                      Patent Number

1. Barrier Film for Flexible Articles
  - a. Inflated Mattress Patent
  - b. U.S. Patent Application Serial No. 11/810,495
  - c. International Application No. PCT/UD2007/013464
2. Protective Covering
  - a. Hexoflex™ patent
  - b. U.S. Patent Application Serial No. 61/028,741, Feb. 14<sup>th</sup>, 2008
  - c. Spines and Ribs Additional Serial No. 61/111,839, Nov. 6<sup>th</sup>, 2008
3. Reinforced Glove
  - a. Carplgard™ patent
  - b. U.S. Patent Application Serial No. 61/052,488, May 12<sup>th</sup>, 2008
4. Nitroblock Latex Coated Inflatable Bladders
  - a. Nitroblock™ latex patent
  - b. U.S. Provisional Application No. 61/094,845, Sep. 5<sup>th</sup>, 2008

**TRADEMARKS**

Country                      Application Number                      Filing Date                      Patent Number

Mark	Country	Class	Serial No. / Filing Date Reg. No. / Reg. Date	Status
CARPLGARD™	USA	28	77/575,739 / 22-Sep-2008	Pending
HEXOFLEX™	USA	25 & 28	77/462,820 / 01-May-2008	Pending
NITROBLOCK™	USA	17	77/457,313 / 24-Apr-2008	Allowed