

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

03/25/2011
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SUBMISSION TYPE:		NEW ASSIGNMENT	
NATURE OF CONVEYANCE:		ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL	
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
PRIMO SPORT, INC.		12/31/2008	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	PRIMO SPORT HOLDINGS, LLC		
Street Address:	814 INTERCHANGE BOULEVARD		
City:	NEWARK		
State/Country:	DELAWARE		
Postal Code:	19711		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	3811574	CARPLGARD	
Serial Number:	77482820	HEXOFLEX	
Registration Number:	3632791	NITROBLOCK	
CORRESPONDENCE DATA			
Fax Number:	(302)984-6399		
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>			
Phone:	(302) 984-6300		
Email:	bkrikelis@mccarter.com, kknoll@mccarter.com		
Correspondent Name:	Basil S. Krikelis		
Address Line 1:	McCater & English, LLP, 405 N. King St		
Address Line 2:	Renaissance Centre, 8th Floor		
Address Line 4:	Wilmington, DELAWARE 19801		
ATTORNEY DOCKET NUMBER:	101053/00001		
NAME OF SUBMITTER:	Basil S. Krikelis		

CH- \$90.00 3811574

USPTO

4/8/2011 11:27:29 AM PAGE 5/008 Fax Server

TO: BASIL S. KRIKELIS COMPANY: MCCARTER & ENGLISH, LLP 405 N. KING ST

Signature:	/Basil S. Krikelis/
Date:	03/25/2011
Total Attachments: 3 source=TM GOODWILL ASSIGNMENT Primo#page1.tif source=TM GOODWILL ASSIGNMENT Primo#page2.tif source=TM GOODWILL ASSIGNMENT Primo#page3.tif	

ASSIGNMENT OF TRADEMARKS

This Assignment of Trademarks (this "*Assignment*") is made effective as of this 31st day of December, 2008, by and between Primo Sport, Inc., a corporation organized and existing under the laws of Delaware, and having a usual place of business at 814 Interchange Blvd., Newark, Delaware 19711 ("*Assignor*"), and Primo Sport Holdings, LLC, a limited liability company organized and existing under the laws of Delaware, and having a usual place of business at 814 Interchange Blvd., Newark, Delaware 19711 ("*Assignee*").

WHEREAS, Assignor and Assignee are parties to that certain Patent and Trademark Assignment Agreement (the "*Agreement*"), dated as of December 31, 2008 (the "*Effective Date*"), pursuant to which Assignor transferred, sold and conveyed to Assignee certain of the assets of Assignor, including all right, title and interest in and to the trademarks, service marks and trade names set forth on Schedule A attached hereto and incorporated herein by reference (the "*Marks*");

WHEREAS, Assignor and Assignee are directly or indirectly controlled by, or are under common control with, affiliates of such parties;

WHEREAS, the parties desire to confirm the foregoing transfer, sale and conveyance; and

WHEREAS, Assignor wished as of the Effective Date, and now wishes, to assign the Marks to Assignee, and Assignee was and is desirous of acquiring the Marks from Assignor, together with the goodwill of the business symbolized thereby.

NOW, THEREFORE, in consideration of the premises set forth above and in the Agreement and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged:

Assignor hereby confirms and acknowledges that, as of the Effective Date, Assignor has sold, assigned, conveyed and transferred, and Assignor does hereby sell, assign, convey and transfer, unto Assignee and its successors, assigns and legal representatives, Assignor's entire right, title and interest in and throughout the world in and to the Marks (including any applications or registrations therefor, as well as any common law rights that may exist and are associated therewith), together with the goodwill of the business symbolized thereby and appurtenant thereto, the same to be held and enjoyed by Assignee, its successors, permitted assigns or legal representatives, together with income, royalties, damages or payments due on or after the date hereof, including, without limitation, all claims for damages or payments by reason of infringement or unauthorized use of the Marks, along with the right to sue for past infringements and collect same for Assignee's sole use and enjoyment.

Assignor does hereby authorize the Director of the United States Patent and Trademark Office, and the empowered official of any country or countries foreign to the United States whose duty it is to record trademark registrations, applications and title thereto, to record the Marks and title thereto as the property of Assignee, its successors, assigns or legal representatives in accordance with the terms of this instrument.

Assignee and Assignor also agree that multiple copies of this Assignment may be executed, each of which shall be deemed an original, and each of which shall be valid and binding upon Assignee and Assignor.

[Signature Page to Follow]

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be executed as a sealed instrument by their duly authorized representatives as of the date first written above.

ASSIGNOR: PRIMO SPORT, INC.

Name:

Signature: Donald A. Sandusky

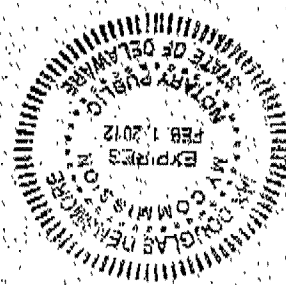
Title: President

NOTARIZATION

On this 25th day of March, 2011, before me, the undersigned Notary Public, personally appeared Donald Sandusky, proved to me through satisfactory evidence of identification, which was/were driver's ID, to be the person whose name is signed on the preceding or attached document, and who swore or affirmed to me that the contents of the document are truthful and accurate to the best of his/her knowledge and belief. The above-indicated individual is duly authorized to execute this document singly on behalf of Assignor and executed this document of his/her own free will.

Signature of Notary

(Seal)



My Commission Expires: February 1, 2012

ASSIGNEE: PRIMO SPORT HOLDINGS, LLC

Name:

Signature: Donald A. Sandusky

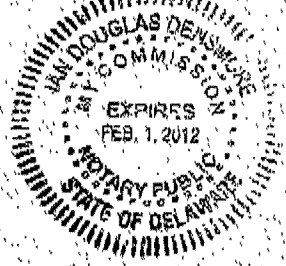
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Signature of Notary

(Seal)



My Commission Expires: February 1, 2012

[Signature Page to Trademark Assignment by Primo Sport, Inc. to Primo Sport Holdings, LLC]