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
Nickent Golf, Inc.		06/16/2010	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	American Sports Licensing, Inc.	
Street Address:	1101 Centre Road, Suite 339	
City:	Wilmington	
State/Country:	DELAWARE	
Postal Code:	19805	
Entity Type:	CORPORATION: DELAWARE	

PROPERTY NUMBERS Total: 27

Property Type	Number	Word Mark		
Registration Number:	2146534	NICKENT		
Registration Number:	3055804	SPEEDRATED		
Registration Number:	2725702	GENEX		
Registration Number:	2923687	3-D WEIGHTING SYSTEM		
Registration Number:	2872406	A.R.C.		
Registration Number:	2985927	TRIMAX		
Registration Number:	3220494	N		
Registration Number:	3177755	GODDESS		
Registration Number:	3240420	KING OF HYBRIDS		
Registration Number:	3137018	PIPE		
Serial Number:	78786389	3DX		
Serial Number:	78921004	4DX		
Serial Number:	77562663	4DX		
Serial Number:	78921031	5DX		
		TRADEMARK		

REEL: 004226 FRAME: 0512

Serial Number:	77562679	5DX
Serial Number:	77319109	EVOLVER
Serial Number:	77380953	OWN YOUR OWN TOUR VAN
Serial Number:	77926798	3DX
Serial Number:	77926820	4DX
Serial Number:	77926814	5DX
Registration Number:	2566171	POWER DRAW
Registration Number:	2564466	HYPER FORGED
Registration Number:	2532134	GH PLUS
Registration Number:	2528298	HUSH PUTTER
Serial Number:	75479577	RAFALE
Serial Number:	75306532	WE BRING YOU QUALITY FOR LESS
Registration Number:	2182176	GREAT HAWK

CORRESPONDENCE DATA

Fax Number: (703)836-2021

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

Phone: 703.836.6620

Email: bassam.ibrahim@bipc.com

Correspondent Name: Bassan N. Ibrahim

Address Line 1: Buchanan Ingersoll & Rooney PC

Address Line 2: P.O. Box 1404

Address Line 4: Alexandria, VIRGINIA 22313-1404

ATTORNEY DOCKET NUMBER:	0052060-884
NAME OF SUBMITTER:	Bassam N. Ibrahim
Signature:	/Bassam N. Ibrahim/ /s/
Date:	06/17/2010

Total Attachments: 7

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UNITED STATES TRADEMARK ASSIGNMENT AGREEMENT

This Trademark Assignment Agreement (this "<u>Agreement</u>") is entered into as of June 16, 2010 (the "<u>Effective Date</u>") by and between David A. Pasternak, solely in his capacity as court-appointed Receiver for Nickent Golf, Inc., a Delaware corporation ("<u>Assignor</u>"), and American Sport Licensing, Inc., a Delaware corporation ("<u>Assignee</u>").

WHEREAS, Assignor and Assignee have entered into a certain Asset Purchase Agreement dated as of April 12, 2010 (the "Asset Purchase Agreement"), providing for, among other things, the sale, conveyance, transfer and delivery by Assignor of all right, title and interest in and to the Intellectual Property owned by Assignor; and

WHEREAS, Assignor has agreed to transfer, sell and assign to the Assignee all right, title and interest in and to the marks and/or trade names set forth on <u>Schedule A</u> hereto, together with the goodwill associated therewith (the "Marks").

NOW, THEREFORE, in consideration of the representations, warranties and covenants contained in the Asset Purchase Agreement and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

- 1. <u>Assigned Trademark Rights</u>. This Assignment covers (a) the Marks, including, without limitation, trademarks, service marks, and trade names, together with the goodwill of the business associated with the foregoing and the ongoing and existing business to which the trademarks pertain; (b) any extension or renewal of any such registration or application set forth in subsection (a) hereof; (c) any common law rights in any of the foregoing; (d) all rights therein provided by international treaties and conventions, and all rights to obtain trademarks and registrations thereto, in each case in all countries throughout the world; and (e) all rights to sue and recover damages or obtain injunctive relief for past and future infringement, misappropriation, violation or breach of any of the foregoing.
- 2. <u>Assignment</u>. Assignor hereby assigns to the Assignee all right, title and interest in and to the Marks, together with the goodwill associated with such Marks. With respect to applications filed in the United States Patent and Trademark Office ("USPTO") on the basis of the applicant's intent to use such marks in Interstate Commerce, as to which evidence of such use has not yet been filed in the USPTO, such marks are being assigned to the successor to the business of the applicant or portion thereof to which such marks pertain. Assignor hereby authorizes and requests any official of any country whose duty it is to issue registrations thereon to issue same to Assignee, its successors and assigns, in accordance with the terms of this Assignment.
- 3. <u>Rights and Privileges</u>. All rights and privileges, including without limitation the right to sue for and receive all damages from future infringements of the Marks, shall be held and enjoyed by the Assignee and its successors and assigns.

- 4. <u>Right to Convey</u>. Assignor hereby covenants that it has the full right to convey the interest assigned by this Assignment, and it has not executed and will not execute any agreement in conflict with this Assignment.
- 5. <u>Further Assurances</u>. Assignor agrees to execute and deliver at any future date, without consideration, any additional documents that the Assignee, its successors or assigns reasonably determines are required to perfect the Assignee's ownership of or title to the Marks, in any country. In the event that any trademark office or tribunal in any country refuses to accept an assignment document executed by Assignor as a bankruptcy receiver, Assignor agrees to have the appropriate assignment document executed by Nickent Golf, Inc.
- 6. <u>Authorization</u>. Assignor authorizes and requests the Commissioner of Patents and Trademarks of the United States, and any other official throughout the world whose duty is to register and record ownership in trademark registrations and applications for registration of trademarks, to record the Assignee as the assignee and owner of any and all of the Assignor's rights in the Marks.
- 7. <u>Assistance</u>. Assignor further covenants and agrees to cooperate with and assist Assignee as necessary in obtaining, enforcing, and defending Assignee's rights in the Marks, including without limitation, in proceedings before any court or tribunal, the United States Patent and Trademark Office, or any other agency or authority.
- 8. <u>Successors and Assigns</u>. The terms, covenants and provisions of this Assignment shall inure to the benefit of Assignee, its successors and other legal representatives, and shall be binding upon Assignor, its successors, assigns and other legal representatives.
- 9. Governing Law. This Assignment shall be governed by and construed in accordance with the terms and conditions set forth in Section 8.7 of the Asset Purchase Agreement. Nothing contained in this Assignment shall be deemed to supersede or modify any of the obligations, covenants or warranties of Assignor or Assignee contained in the Asset Purchase Agreement. In the event of any conflict or inconsistency between the terms of the Agreement and the terms hereof, the terms of the Asset Purchase Agreement shall govern and control.
- 10. <u>Defined Terms</u>. Any defined term not specifically defined herein shall have the meaning specified in the Asset Purchase Agreement.
- 11. <u>Integration</u>. This Agreement, together with the Asset Purchase Agreement and its exhibits and schedules, represents the entire agreement and understanding between the parties concerning the subject matter hereof, and may not be amended except by the written agreement of the parties.
- 12. <u>Counterparts</u>. This Agreement may be executed in two or more counterparts, which may be facsimile counterparts, each of which shall be deemed to be an original but all of which shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have caused this Trademark Assignment to be duly executed as of the date first set forth above.

ASSIGNOR:	Nickent Golf, Inc. W David . Pasternak, as Receiver for Nickent Golf, Inc.
ASSIGNEE:	AMERICAN SPORTS LICENSING, INC.
	Signature:Printed Name:Title:

IN WITNESS WHEREOF, the parties hereto have caused this Trademark Assignment to be duly executed as of the date first set forth above.

ASSIGNOR: NICKE	NT	GOLF,	INC.
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Signature:

David A. Pasternak, solely in his capacity

as Receiver for Nickent Golf, Inc.

ASSIGNEE:

AMERICAN SPORTS LICENSING, INC,

Printed Name: Darrell K. Lane

Title:_____Vice President & Asst. Treasurer

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[US Trademark]

SCHEDULE A

Country	Status	Application Number	Application Date	Registration Number	Registration Date	Mark	Renewal Date
United States	Registered	75/306,087	10-Jun-97	2,146,534	24-Mar-98	NICKENT	24-Mar-18
United States	Registered	76/276,800	26-Jun-01	3,055,804	31-Jan-06	SPEEDRATED	31-Jan-16
United States	Registered	76/356,363	8-Jan-02	2,725,702	10-Jun-03	GENEX	10-Jun-13
United States	Registered	76/356,491	8-Jan-02	2,923,687	1-Feb-05	3-D WEIGHTING SYSTEM	1-Feb-15
United States	Registered	76/502,098	13-Mar-03	2,872,406	10-Aug-04	A.R.C.	10-Aug-14
United States	Registered	76/561,383	21-Nov-03	2,985,927	16-Aug-05	TRIMAX	16-Aug-15
United States	Registered	78/348,608	7-Jan-04	3,220,494	20-Mar-07	N DESIGN	20-Mar-17
United States	Registered	78/366,777	12-Feb-04	3,177,755	28-Nov-06	GODDESS	28-Nov-16
United States	Registered	78/493,334	1-Oct-04	3,240,420	8-May-07	KING OF HYBRIDS	8-May-17
United States	Registered	78/530,368	10-Dec-04	3,137,018	29-Aug-06	PIPE	29-Aug-16
United States	Abandoned	78/786,389	6-Jan-06	Abandoned	Abandoned	3DX	N/A
United States	Abandoned	78/921,004	30-Jun-06	Abandoned	Abandoned	4DX	N/A
United States	Abandoned	77/562,663	4-Sep-08	Abandoned	Abandoned	4DX	N/A
United States	Abandoned	78/921,031	30-Jun-06	Abandoned	Abandoned	5DX	N/A
United States	Abandoned	77/562,679	4-Sep-08	Abandoned	Abandoned	5DX	N/A
United States	Pending	77/319,109	1-Nov-07	Pending	Pending	EVOLVER	Pending
United States	Abandoned	77/380,953	25-Jan-08	Abandoned	Abandoned	OWN YOUR OWN TOUR VAN	N/A
United States	Pending	77/926,798	03-Feb-10	Pending	Pending	3DX	Pending
United States	Pending	77/926,820	03-Feb-10	Pending	Pending	4DX	Pending
United States	Pending	77/926,814	03-Feb-10	Pending	Pending	5DX	Pending
United States	Expired	76/161,292	7-Nov-00	2,566,171	30-Apr-02	POWER DRAW	N/A
United States	Expired	76/056,836	25-May-00	2,564,466	23-Apr-02	HYPER FORGED	N/A
United States	Expired	76/276,801	26-Jun-01	2,532,134	22-Jan-02	GH PLUS	N/A
United States	Expired	75/856,509	23-Nov-99	2,528,298	08-Jan-02	HUSH PUTTER	N/A
United States	Abandoned	75/479,577	05-May-98	Abandoned	Abandoned	RAFALE	N/A

Country	Status	Application Number	Application Date	Registration Number	Registration Date	Mark	Renewal Date
United States	Abandoned	75/306,532	10-Jun-97	Abandoned	Abandoned	WE BRING YOU QUALITY FOR LESS	N/A
United States	Expired	75/306,482	10-Jun-97	2,182,176	18-Aug-98	GREAT HAWK	N/A

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RECORDED: 06/17/2010