

PATENT ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT

CONVEYING PARTY DATA

Name	Execution Date
James T. Fritsche	08/11/2010
Bernard H. Fritsche Jr.	08/11/2010
J. F. Sports Company	08/11/2010
J. F. Sports Co.	08/11/2010
J. F. S.	08/11/2010
JF Sports Company	08/11/2010

RECEIVING PARTY DATA

Name:	Rico Industries, Inc.
Street Address:	7000 N. Austin
City:	Niles
State/Country:	ILLINOIS
Postal Code:	60714

PROPERTY NUMBERS Total: 14

Property Type	Number
Patent Number:	D432225
Patent Number:	D413971
Patent Number:	D408132
Patent Number:	D408131
Patent Number:	D399052
Patent Number:	D371325
Patent Number:	D519697
Patent Number:	D469602
Patent Number:	D469248
Patent Number:	D468900
Patent Number:	D464183

CH \$560.00 D432225

501271510

**PATENT
 REEL: 024879 FRAME: 0246**

Patent Number:	D398775
Patent Number:	D387554
Patent Number:	D387553

CORRESPONDENCE DATA

Fax Number: (312)346-8434
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 3124767534
Email: lturczak@lplegal.com
Correspondent Name: Laura Turczak, Levenfeld Pearlstein, LLC
Address Line 1: 2 N. LaSalle Street
Address Line 2: Suite 1300
Address Line 4: Chicago, ILLINOIS 60602

ATTORNEY DOCKET NUMBER:	12097-83015
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NAME OF SUBMITTER:	Laura J. Turczak
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Total Attachments: 13
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EXHIBIT 5
INTELLECTUAL PROPERTY ASSIGNMENT

THIS INTELLECTUAL PROPERTY ASSIGNMENT is effective as of August 11, 2010 and is by and between James T. Fritsche ("JTF") and Bernard H. Fritsche, Jr. ("BHF"), both United States citizens and residents of Ohio, J. F. Sports Company (d/b/a J. F. Sports Co., d/b/a J. F. S., and JF Sports Company), an Ohio corporation with address at 5480 Ridge Road, Parma, OH 44129 ("JF Sports") (individually, each of JTF, BHF and JF Sports are referred to herein as an "Assignor," and, collectively, JTF, BHF and JF Sports are referred to herein as "Assignors"), and Rico Industries, Inc., an Illinois corporation with address at 7000 N. Austin, Niles, IL 60714 ("Assignee").

WHEREAS, JTF, BHF and/or JF Sports is/are the sole and exclusive owner(s) of all intellectual property rights related to a collection of sports-themed novelty products as shown and described on the attached Schedule A (collectively, but with the exception of the "bottle openers w/magnet" as shown and described on the attached Schedule A, and with the exception of the professional and/or collegiate sports team and league indicia depicted on the products shown and described on the attached Schedule A, the "Products"), including without limitation: (a) all registered and unregistered trademarks, service marks, logos, trade names and product designations for the Products, including without limitation the trademarks and trademark registrations identified on the attached Schedule B (collectively, the "Trademarks"); (b) all patents for the Products, including without limitation the patents identified on the attached Schedule C (collectively, the "Patents"); (c) all unregistered and registered copyrights for the Products, including without limitation the copyright registrations identified on the attached Schedule D (the "Copyrights"); and, (d) all other proprietary rights relating to the Products, including without limitation, trade secrets, know-how, ideas, processes, concepts, confidential information industrial design rights and technology (collectively, the "Other Proprietary Rights") (collectively, the Trademarks, Patents, Copyrights, and Other Proprietary Rights are referred to herein as the "Intellectual Property");

WHEREAS, pursuant to that certain Purchase Agreement dated August 11, 2010 (the "Purchase Agreement") by and between Assignee and Assignors, Assignors have agreed to sell, assign and transfer to Assignee the entire right, title and interest in and to the Intellectual Property that each respective Assignor may have in the Intellectual Property; and,

WHEREAS, the parties wish to herein memorialize such sale, assignment and transfer of the Intellectual Property to Assignee.

NOW, THEREFORE, TO ALL WHOM IT MAY CONCERN, be it known that for and in consideration of the amounts set forth in the Purchase Agreement, and other good, valuable and legally sufficient consideration, the receipt, adequacy and legal sufficiency of which hereby are acknowledged, each Assignor, to the extent such Assignor owns any right, title or interest in or to the Trademarks, has sold, assigned and transferred, and by these presents does hereby sell, assign and transfer unto Assignee, such Assignor's entire right, title and interest in and to the Trademarks, including the goodwill associated therewith and the goodwill of the business appurtenant thereto, and including all trademark applications, registrations and interests of every kind and nature (and the right to apply for the foregoing), in all countries throughout the world

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wherein such Assignor owns, possesses or controls the rights herein being transferred to Assignee, and any and all renewals and extensions thereof that may be secured under all laws now or hereafter in force, together with all claims for damages by reason of infringement of the same (including the right to sue for past, present and/or future infringement, misappropriation and/or violation of rights related to the foregoing, and the right to collect any and all damages arising from such infringement, misappropriation and/or violation of rights), all for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors and assigns, for the full term and to the full extent of all such rights.

AND, be it known that for and in consideration of the amounts set forth in the Purchase Agreement, and other good, valuable and legally sufficient consideration, the receipt, adequacy and legal sufficiency of which hereby are acknowledged, each Assignor, to the extent such Assignor owns any right, title or interest in or to the Patents, has sold, assigned and transferred, and by these presents does hereby sell, assign and transfer unto Assignee: such Assignor's entire right, title and interest in and to the Patents, including without limitation all patent applications, registrations and patent interests of every kind and nature (and the right to apply for the foregoing), whether currently in force or obtained hereafter, which are owned, possessed or controlled by such Assignor, in all countries throughout the world wherein such Assignor owns, possesses or controls the rights herein being transferred to Assignee, and any and all renewals and extensions thereof that may be secured under all laws now or hereafter in force; all rights to causes of action and/or remedies related to the Patents (including the right to sue for past, present and/or future infringement, misappropriation or violation of rights related to the foregoing, and the right to collect any and all damages arising from such infringement, misappropriation and/or violation of rights); any and all causes of action heretofore accrued in such Assignor's favor for infringement, misappropriation and/or violation of such Patents; and, any and all other rights and interests arising out of, in connection with or in relation to the Patents; all for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors and assigns, for the full term and to the full extent of all such rights.

AND, be it known that for and in consideration of the amounts set forth in the Purchase Agreement, and other good, valuable and legally sufficient consideration, the receipt, adequacy and legal sufficiency of which hereby are acknowledged, each Assignor, to the extent such Assignor owns any right, title or interest in or to the Copyrights, has sold, assigned and transferred, and by these presents does hereby sell, assign and transfer unto Assignee, such Assignor's entire right, title and interest in and to the Copyrights, in all countries throughout the world wherein Assignor owns, possesses or controls the rights herein being transferred to Assignee, including all applications and registrations therefore (and the right to apply for the foregoing) and any and all renewals and extensions thereof that may be secured under all laws now or hereafter in force, together with all claims for damages by reason of infringement of the same (including the right to sue for past, present and/or future infringement, misappropriation and/or violation of rights related to the foregoing, and the right to collect any and all damages arising from such infringement, misappropriation and/or violation of rights), all for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors and assigns, for the full term and to the full extent of all such rights. Each Assignor acknowledges and affirms that the rights being assigned to Assignee by this Intellectual Property Assignment comprise all of such Assignor's copyright rights in the Products of every kind, nature and description, including without limitation: (a) the right to reproduce, copy, publicly perform, transmit

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(digitally or otherwise), publicly display, publish, distribute, create derivative works based upon, use, license, exploit, sell or otherwise dispose of the Products; and, (b) all publication rights in the Products in any form, including without limitation print, electronic and digital form. To the extent any applicable law or treaty prohibits the sale, assignment or transfer of any moral rights or rights of restraint any Assignors may have in the Copyrights transferred herein to Assignee, Assignors hereby irrevocably waive such rights as to Assignee, and Assignee's licensees, successors and assigns.

AND, be it known that for and in consideration of the amounts set forth in the Purchase Agreement, and other good, valuable and legally sufficient consideration, the receipt, adequacy and legal sufficiency of which hereby are acknowledged, each Assignor, to the extent such Assignor owns any right, title or interest in or to the Other Proprietary Rights, has sold, assigned and transferred, and by these presents does hereby sell, assign and transfer unto Assignee: such Assignor's entire right, title and interest in and to the Other Proprietary Rights, including without limitation patent registrations and patent interests of every kind and nature (and the right to apply for the foregoing) to the Other Proprietary Rights, whether currently in force or obtained hereafter, which are owned, possessed or controlled by such Assignor, in all countries throughout the world wherein such Assignor owns, possesses or controls the rights herein being transferred to Assignee, and any and all renewals and extensions thereof that may be secured under all laws now or hereafter in force; all rights to causes of action and/or remedies related to the Other Proprietary Rights (including the right to sue for past, present and/or future infringement, misappropriation or violation of rights related to the foregoing, and the right to collect any and all damages arising from such infringement, misappropriation and/or violation of rights); any and all causes of action heretofore accrued in such Assignor's favor for infringement, misappropriation and/or violation of such Other Proprietary Rights; and, any and all other rights and interests arising out of, in connection with or in relation to the Other Proprietary Rights; all for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors and assigns, for the full term and to the full extent of all such rights.

AND, Assignors, for themselves and their successors and assigns, hereby covenant and agree that at any time and from time to time forthwith upon the request of Assignee, Assignors will do, execute, acknowledge and deliver or cause to be done, executed, acknowledged and delivered, all such further acts, deeds, instruments, transfers and assurances as may be reasonably required by Assignee in order to assign, transfer, set over and convey unto and vest in, Assignee, including Assignee's respective successors and assigns, the Intellectual Property and to put Assignee in actual possession and operating control thereof, free and clear of all liens and encumbrances, to assist Assignee in exercising all rights with respect thereto and to assure Assignee of the full benefits thereof.

AND, Assignors hereby represent and warrant to Assignee that: the Intellectual Property as set forth on Schedule B, Schedule C and Schedule D is free and clear of any and all liens, claims, demands, infringements of any party whomsoever; there are no registrations or applications for the Intellectual Property other than as set forth on Schedule B, Schedule C and Schedule D; and no third parties own any rights in the Intellectual Property.

AND, this Intellectual Property Assignment shall be binding upon and shall inure to the benefit of the parties and their respective successors and assigns.

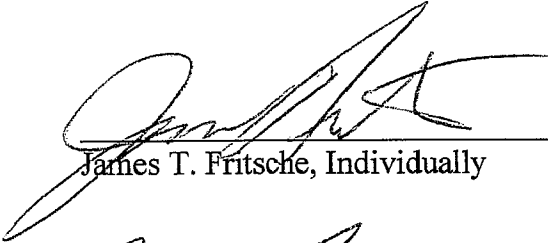
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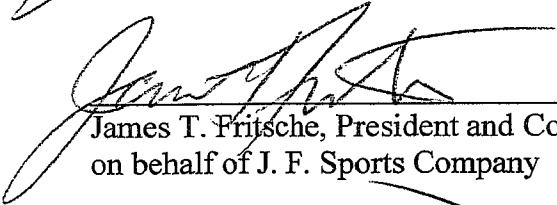
AND, this Intellectual Property Assignment shall be governed by the laws of the State of Illinois, excluding its conflicts of laws provisions.

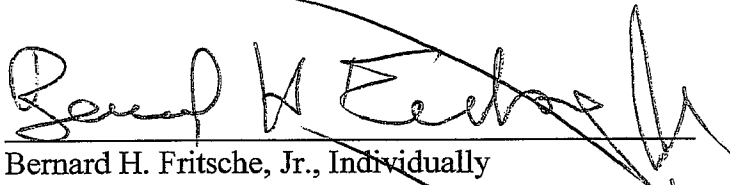
AND, the undersigned represent that they are duly authorized to execute this Intellectual Property Assignment on behalf of the parties and to bind the parties hereto.

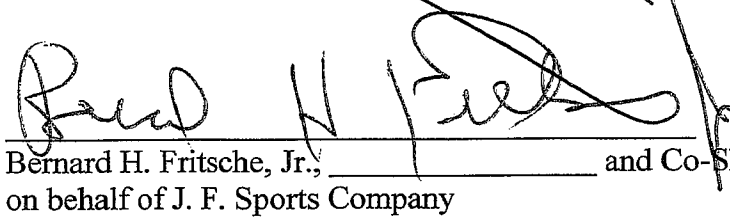
IN WITNESS WHEREOF, the parties hereto have caused this Intellectual Property Assignment to be executed effective as of the above written date.

ASSIGNORS:

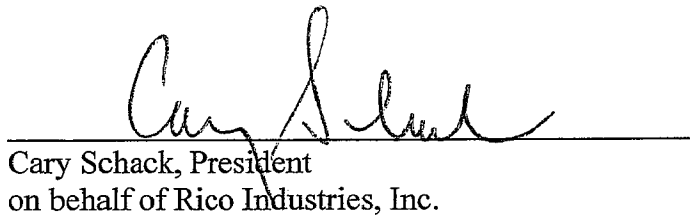

James T. Fritsche, Individually


James T. Fritsche, President and Co-Shareholder
on behalf of J. F. Sports Company


Bernard H. Fritsche, Jr., Individually


Bernard H. Fritsche, Jr., _____ and Co-Shareholder
on behalf of J. F. Sports Company

ASSIGNEE:


Cary Schack, President
on behalf of Rico Industries, Inc.

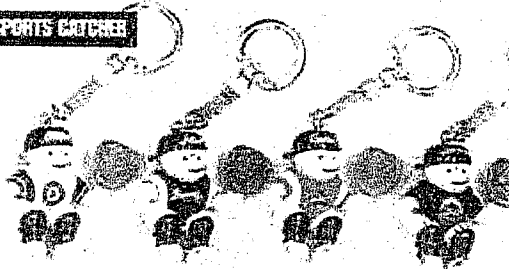
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SCHEDULE A

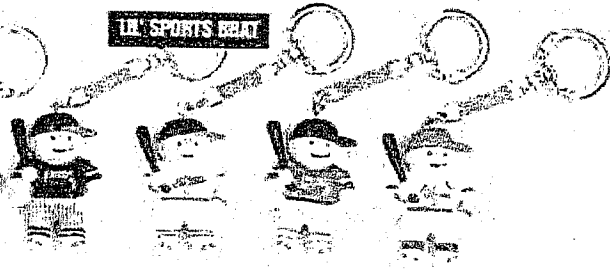
BATTING CAP KEYCHAINS



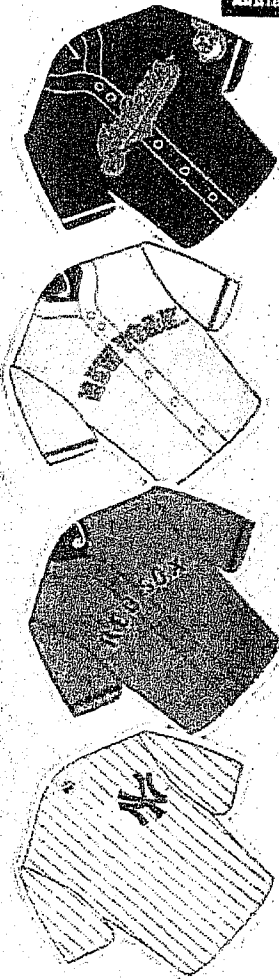
LIL' SPORTS CATCHER



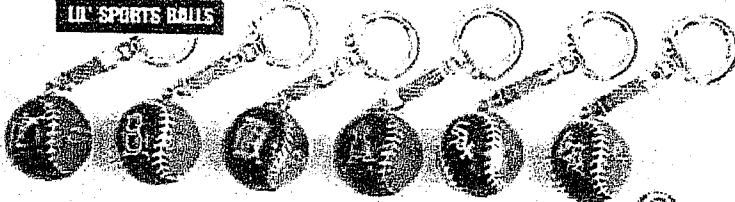
LIL' SPORTS BEAT



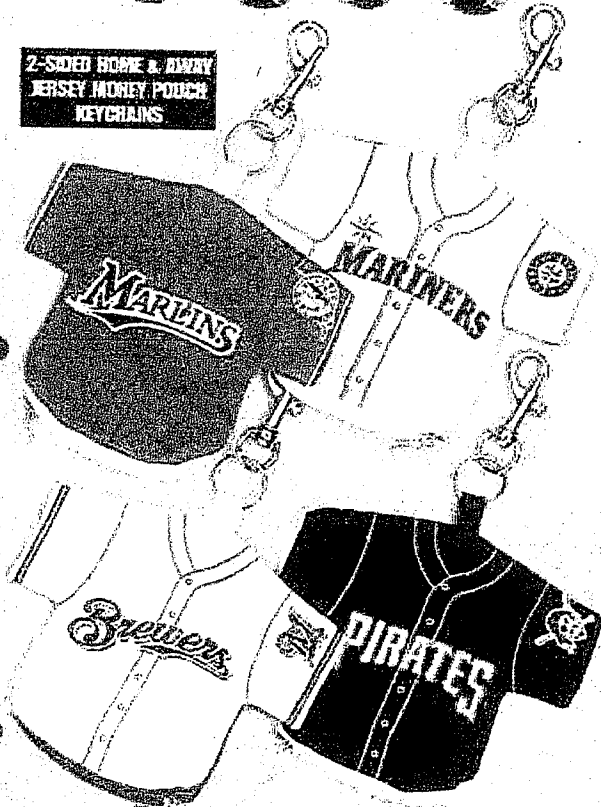
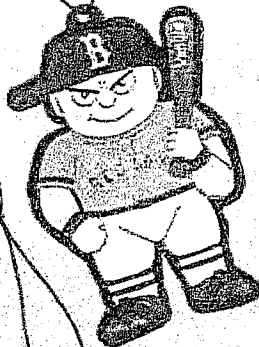
AIRFRESHENERS



LIL' SPORTS BALLS

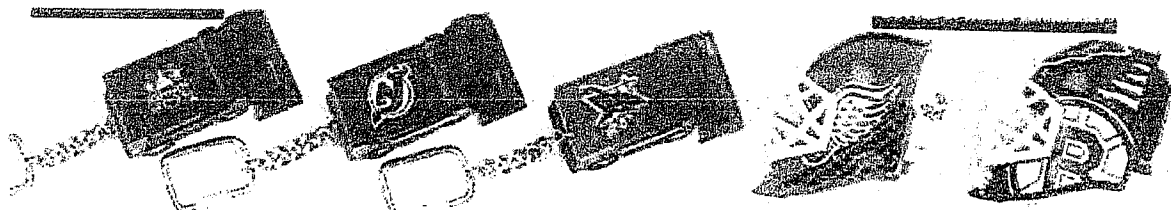


2-SIDED HOME & AWAY JERSEY MONEY POUCH KEYCHAINS

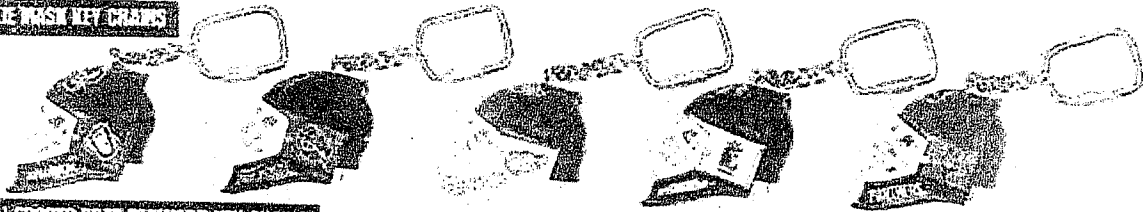


LE SPORTS COMPANY • 5842 EDGE RD • PRIMA, EN 44129
TOLL FREE PHONE: 800-424-2728 • TOLL FREE FAX: 866-537-1468 • WEBSITE: JFSPORTSUSA.COM • E-MAIL: JFSPORTS@SCCSGLOBAL.NET

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EDGEWORTH KEY CHAINS



LA SPORTS BRAT FORWARD KEY CHAINS



APRES-SHES

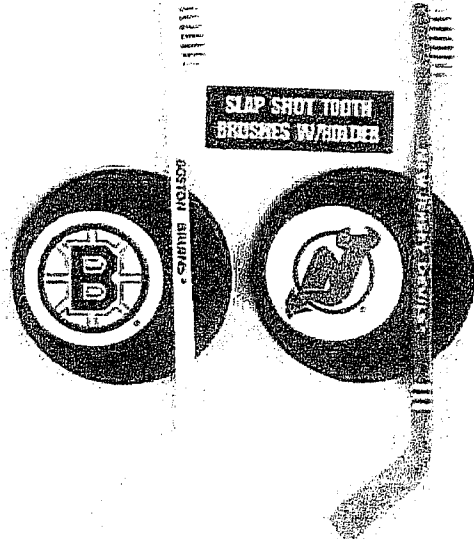
LA SPORTS BRAT GOALIE KEY CHAINS



2-SIDED HOME & AWAY JERSEY
MINI-PUNCH KEY CHAINS



SLAP SHOT TOOTH
BRUSHES W/HOLDER



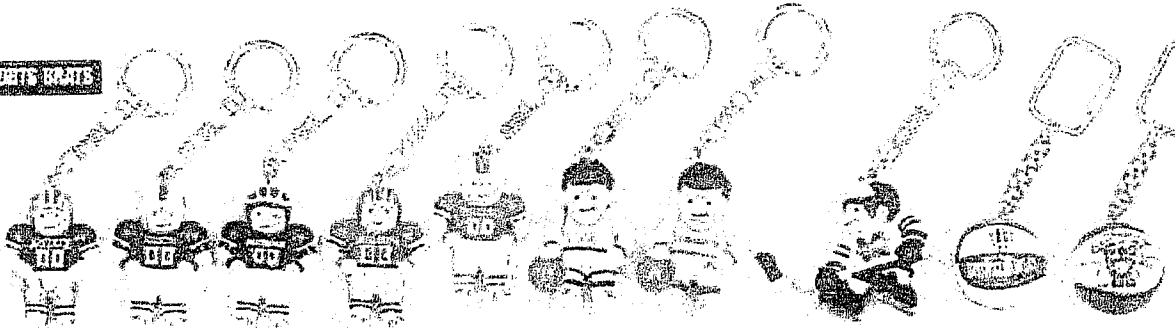
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FOOTBALL HELMETS

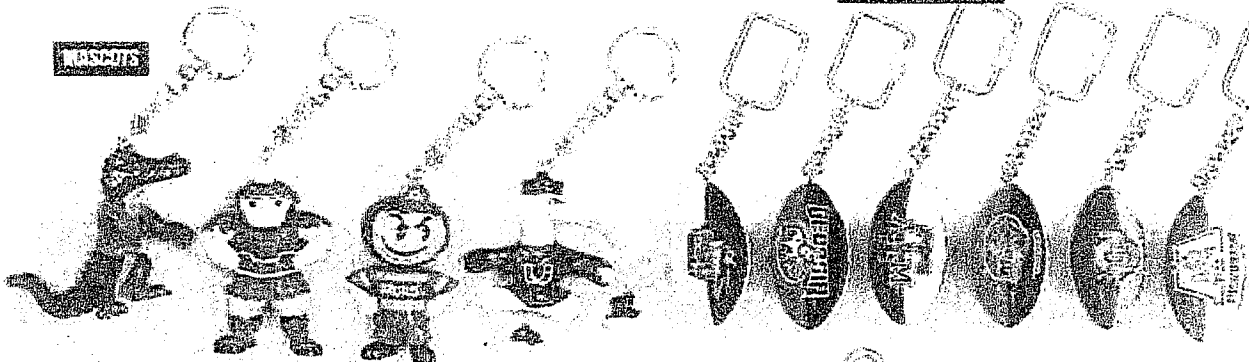


BOTTLE OPENER
W/ HELMET

16" SPORTS ROADS



BASEBALLS



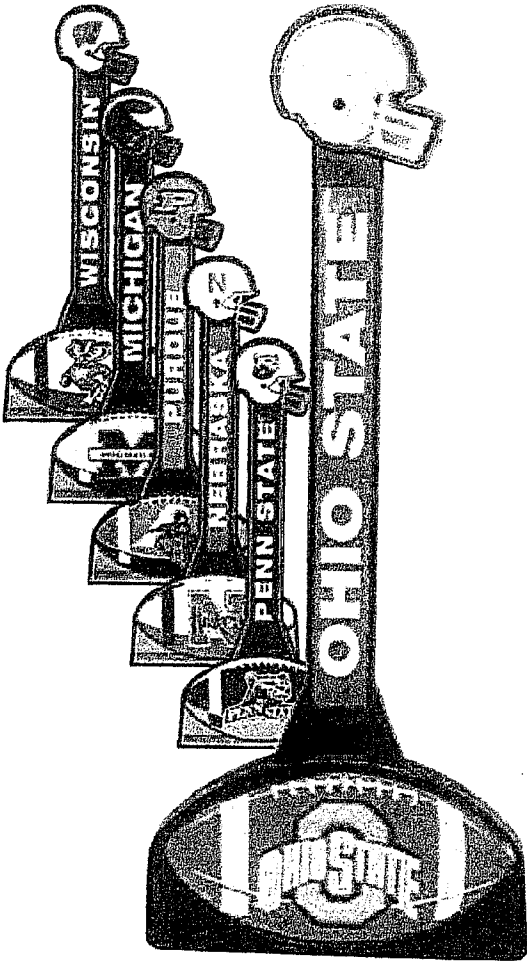
16" SPORTS BALLS

REFRESHERS

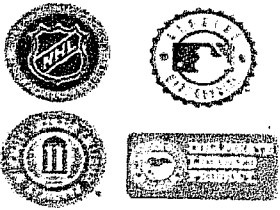
2-SIDED HOME & AWAY
JERSEY (HOMEY POUCH)
KEYCHAINS



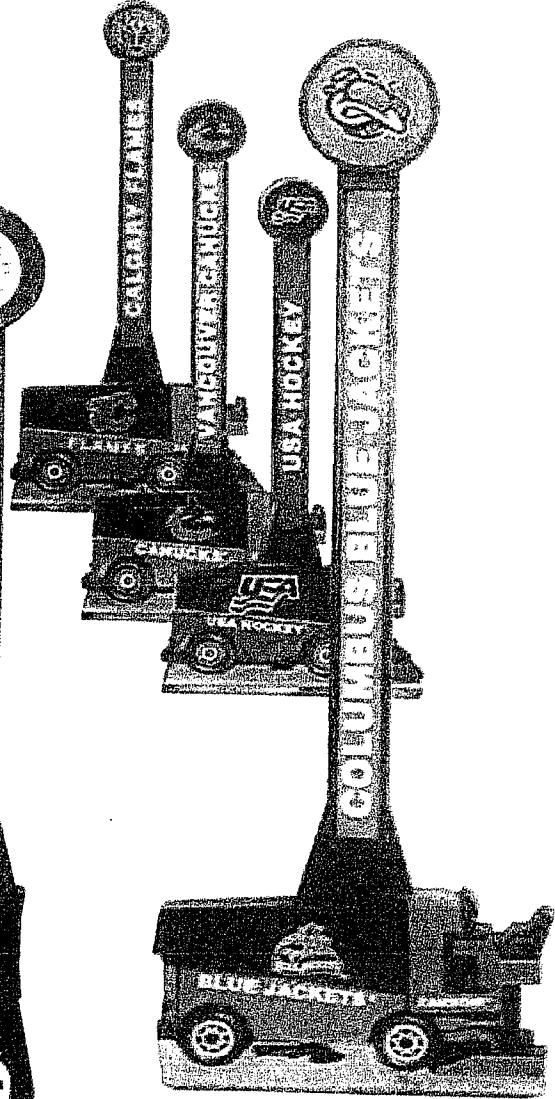
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Football Ice Scrapers

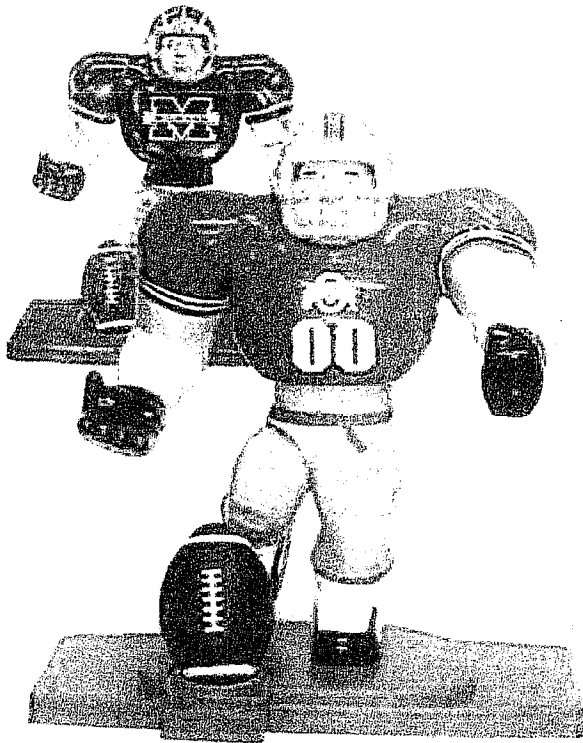


Skate Ice Scrapers



Lambert Ice Scrapers

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Headhanger Football



Headbanger Hockey



Remote Control Hockey

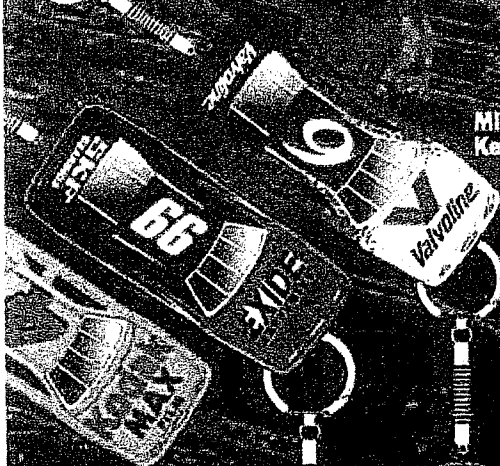
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Collectable NASCAR Keychains



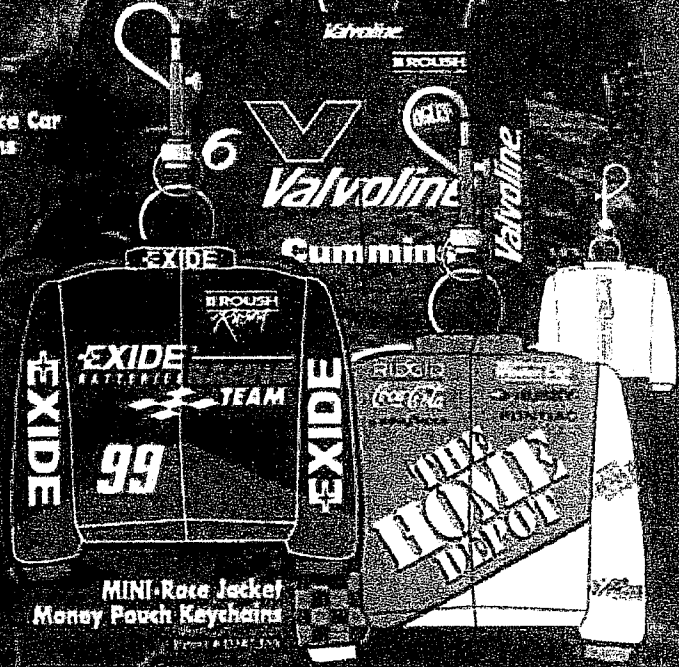
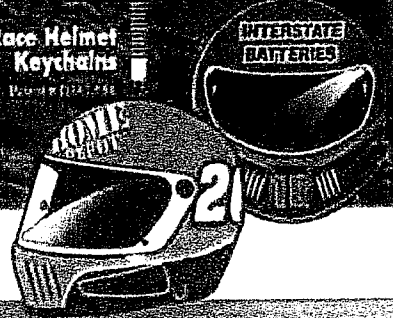
Other
Race Teams
Coming
Soon!

MINI-Driver
Keychains
Item # 1125-1127-274



MINI-Race Car
Keychains

MINI-Race Helmet
Keychains
Item # 1127-275



MINI-Race Jacket
Money Pouch Keychains
Item # 1127-276

TracSide
SPORTS INCORPORATED

JF

SCHEDULE B

Registered Trademarks

Country	Mark	Class(es)	Reg. No.	Reg. Date
United States	LIL' SPORTS BALL	6	1732446	Nov. 17, 1992
Canada	LIL' SPORTS BRAT	N/A	TMA349877	Jan. 13, 1989
Finland	LIL' SPORTS BRAT	6	113643	Sep. 5, 1991
France	LIL' SPORTS BRAT	6	1544511	Jan. 19, 1990

Unregistered Trademarks

LIL' SPORTS BRAT

LIL' SPORTS CATCHER

LIL' SPORTS JERSEY

SLAP SHOT

HEADBANGER

JF

SCHEDULE C

Patents

Title	Patent No.	Issue Date
Air Freshener in the Shape of a Baseball Jersey	D432,225	Oct. 17, 2000
Air Freshener in the Shape of a Hockey Jersey	D413,971	Sep. 14, 1999
Combined Jersey and Key Chain	D408,132	Apr. 20, 1999
Combined Jersey and Key Chain	D408,131	Apr. 20, 1999
Jersey Pouch with Key Chain	D399,052	Oct. 6, 1998
Key Chain	D371,325	Jul. 2, 1996
Ice Scraper	D519,697	Apr. 25, 2006
Snowboarder Keychain Ornament	D469,602	Feb. 4, 2003
Hockey Goalie Keychain Ornament	D469,248	Jan. 28, 2003
Hockey Goalie Ornament	D468,900	Jan. 21, 2003
Ice Scraper	D464,183	Oct. 8, 2002
Keychain	D398,775	Sep. 29, 1998
Helmet Keychain Ornament	D387,554	Dec. 16, 1997
Jacket Keychain Ornament	D387,553	Dec. 16, 1997

JF

SCHEDULE D
Copyrights

Title	Reg. No.	Reg. Date
Racer Keychain Ornament	VAu384943	Dec. 16, 1996
Racing Helmet Keychain Ornament	VAu375927	Sep. 3, 1996
Racing Jacket Keychain Ornament	VAu375926	Sep. 3, 1996
Football Player	VA336685	Jan. 24, 1989
Lil' Sports Brat Sports Figure [Basketball]	VA284150	Nov. 4, 1987
Lil' Sports Brat Sports Figure [Hockey]	VA248021	Sep. 25, 1986
Lil' Sports Brat Sports Figure [Baseball]	VA262114	Apr. 28, 1987
Lil' Sports Brat Sports Figure [Soccer]	VA304631	May 4, 1988
Lil' Brat Sports Figure	VA278766	Sep. 23, 1987
Slap Shot Hockey Stick Toothbrush	TX2251072	Nov. 4, 1987
Lil' Sports Brat Baseball Catcher	VA782137	Jul. 22, 1996

JF