



05-07-2003



102440976

U.S. DEPARTMENT OF COMMERCE  
U.S. Patent and Trademark Office

Form PTO-159  
(Rev. 10/02)  
OMB No. 0651-0027 (exp. 6/30/2005)  
Tab settings

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies): 5-1-07  
**Benetton Sportsystem USA, Inc.**

Individual(s)                       Association  
 General Partnership               Limited Partnership  
 Corporation-State of **New Jersey**  
 Other \_\_\_\_\_

Additional name(s) of conveying party(ies) attached?  Yes  No

2. Name and address of receiving party(ies)  
 Name: Prince Sports, Inc.  
 Internal  
 Address: \_\_\_\_\_

Street Address: One Sportsystem Plaza  
 City: Bordentown State: NJ Zip: 08505

Individual(s) citizenship \_\_\_\_\_  
 Association \_\_\_\_\_  
 General Partnership \_\_\_\_\_  
 Limited Partnership \_\_\_\_\_  
 Corporation-State Delaware  
 Other \_\_\_\_\_

If assignee is not domiciled in the United States, a domestic representative designation is attached:  Yes  No  
 Additional name(s) & address(es) attached?  Yes  No

3. Nature of conveyance:  
 Assignment                       Merger  
 Security Agreement               Change of Name  
 Other \_\_\_\_\_

Execution Date: April 30, 2003

4. Application number(s) or registration number(s):  
 A. Trademark Application No.(s)  
76/269,537  
76/355,762

B. Trademark Registration No.(s)  
1,663,494  
1,214,179

Additional number(s) attached  Yes  No

5. Name and address of party to whom correspondence concerning document should be mailed:  
 Name: James Reisman, Esq.  
Gottlieb, Rackman & Reisman, P.C.  
 Internal Address: \_\_\_\_\_

Street Address: 270 Madison Avenue, 8th Floor

City: New York State: NY Zip: 10016

6. Total number of applications and registrations involved: 35

7. Total fee (37 CFR 3.41).....\$ 890.00  
 Enclosed  
 Authorized to be charged to deposit account  
 (To be used only if necessary)

8. Deposit account number:  
07-1730

(Attach duplicate copy of this page if paying by deposit account)

**DO NOT USE THIS SPACE**

9. Statement and signature.  
*To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.*

James Reisman                      [Signature]                      April 30, 2003  
 Name of Person Signing                      Signature                      Date

Total number of pages including cover sheet, attachments, and document: 13

Mail documents to be recorded with required cover sheet information to:  
Commissioner of Patent & Trademarks, Box Assignments  
Washington, D.C. 20231

15/06/2003 TD1A21 00000054 76269537

01 FC:521

40.00 OP

850.00 SP

**TRADEMARK**  
REEL: 002727 FRAME: 0010

**LIST OF ADDITIONAL TRADEMARK  
APPLICATION AND REGISTRATION NUMBERS**

[CONTINUATION OF POINTS 4 A. AND 4 B. OF RECORDATION FORM COVER SHEET]

<b>4 A. TRADEMARK APPLICATION NO. (S)</b>	<b>4 B. TRADEMARK REGISTRATION NO. (S)</b>	
76/240,211 75/749,232 76/138,015 75/334,814 76/444,085 76/355,762 75/158,211	1,216,018 1,501,459 1,918,916 1,162,105 1,996,147 1,996,148 1,754,028 1,839,502 1,940,557 1,944,643 1,944,687 1,947,325	2,039,193 2,690,808 1,671,868 2,257,578 2,207,245 1,209,860 1,551,091 1,853,073 1,713,857 2,001,869 2,027,123 1,996,146

## TRANSFER AGREEMENT

THIS TRANSFER AGREEMENT (the "Transfer Agreement"), dated as of [April 30, 2003], between Benetton Sportssystem U.S.A., Inc., a corporation organized under the laws of New Jersey ("Transferor"), and Prince Sports, Inc., a corporation organized under the laws of Delaware ("Transferee").

WHEREAS, Benetton Group S.p.A., a joint stock company organized under the laws of Italy ("Benetton") and Transferee are parties to a certain side letter dated [March 28, 2003] (the "Side Letter"), pursuant to which, among other things, Benetton agreed to cause Transferor to deliver to Transferee any documentation it may have in connection with certain trademarks and patents and to convey to Transferor any rights Transferee may have in such trademarks and patents; and

WHEREAS, Transferee is Transferor's successor with respect to the business to which certain of the trademarks appended to the Side Letter pertain, and that business is ongoing and existing.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Transferor and Transferee agree as follows:

1. Transfer. Effective as of April 30, 2003, Transferor transfers to Transferee any documentation it may have in connection with, and any rights it has (but only if and to the extent Transferor has any such rights) in: (i) the trademarks set forth in Schedules A and B, the registrations and applications for registration thereof, and the goodwill of the business connected with the use thereof and symbolized thereby, if any, (the "Side Letter Trademarks"), and (ii) the patents set forth in Schedules C and D and the registrations and applications for registration thereof (the "Side Letter Patents") (the Side Letter Trademarks and the Side Letter Patents collectively, the "Side Letter Intellectual Property"). Notwithstanding anything to the contrary herein, Transferee acknowledges that Transferor does not represent, warrant, or covenant that it has any right in any or all of the Side Letter Intellectual Property and Transferor expressly disclaims any such representation, warranty or covenant.

2. Further Assurances. The parties hereby reciprocally acknowledge that a certain number of items of the Side Letter Intellectual Property were not duly endorsed in favor of Transferor following the relevant purchase or acquisition by, or transfer or assignment to, the same. Transferor hereby undertakes to give to the Transferee all assistance reasonably necessary to the end of finalizing the endorsements contemplated by this Transfer Agreement in favor of the Transferee even, where necessary, by appointing an attorney-in-fact duly empowered to carry out all the actions necessary for such purpose. The Transferee hereby expressly accepts to bear, having nothing to claim

via-à-vis Transferor, all costs and taxes connected with the endorsements of said Side Letter Intellectual Property (expressly including the costs and taxes for the endorsements prior to the endorsements in favor of the Transferee which may be necessary to complete the latter).

3. Governing Law. This Transfer Agreement shall be governed by, and construed in accordance with, (i) the laws of the United States in respect to trademark and patent issues and (ii) in all other respects, including as to validity, interpretation and effect, by the laws of the State of New York, without giving effect to the conflict of laws rules thereof.

[remainder of page intentionally left blank]

IN WITNESS WHEREOF, the parties have caused this Transfer Agreement to be duly executed as of the date first written above.

Benetton Sportssystem U.S.A, Inc.

By: Carlo Turchioli  
Name: Carlo Turchioli  
Title: Global Managing Director

Prince Sports, Inc.


By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

IN WITNESS WHEREOF, the parties have caused this Transfer Agreement to be duly executed as of the date first written above.

Benetton Sportssystem U.S.A, Inc.

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Prince Sports, Inc.

By:   
Name: MICHAEL LYONS  
Title: PRESIDENT

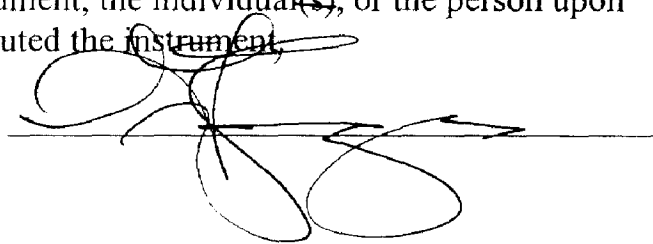


ACKNOWLEDGMENT

STATE OF NEW YORK     )  
                                  :SS:  
COUNTY OF NEW YORK )

On APRIL 30, 2003 before me, the undersigned, personally appeared  
MICHAEL LYONS

personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (~~are~~) subscribed to the within instrument and acknowledged to me that he/~~she/they~~ executed the same in his/~~her/their~~ capacity(~~ies~~), and that by his/~~her/their~~ signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

A handwritten signature in black ink, appearing to be "Michael Lyons", written over a horizontal line. The signature is stylized and somewhat cursive.

**GIOIA LIGOS**  
Notary Public, State of New York  
No. 02LI60464492  
Qualified in New York County  
Commission Expires August 14, 2006



SCHEDULE A



SCHEDULE A

U.S.A.	Design (Doubles Duo)	74/601,202	21-Nov-94	1,986,147	20-Aug-96	28	sports racquets, namely tennis, squash, racquetball and badminton racquets
U.S.A.	Design (Young Champs)	74/601,204	21-Nov-94	1,986,148	20-Aug-96	28	sports racquets, namely tennis, squash, racquetball and badminton racquets
U.S.A.	SENIOR CLASSIC	74/181199	1-Jul-91	1754028	23-Feb-93	28	golf shafts
U.S.A.	PERFORM WITH POWER	74/381875		1,839,502	14-Jun-94	28	sporting articles, namely, golf clubs, golf shafts, golf balls
U.S.A.	DESTROYER	74/523,869	11-May-94	1,940,537	12-Dec-95	28	sports racquets
U.S.A.	ARC 2 (Stylized)	74/506,761	29-Mar-94	1,944,643	28-Dec-95	28	racquets
U.S.A.	DURATHIN	74/520196	5-May-94	1,944,897	26-Dec-95	28	string for racquets
U.S.A.	EXTENDAMP	74/469,438	14-Dec-94	1,947,325	9-Jan-96	28	vibration absorbing device for racquets
U.S.A.	AEROTYPE	75/117,345	12-Jun-95	2,039,193	18-Feb-97	25	Athletic footwear
U.S.A.	FOOTPRINCE	75/334,814	1-Aug-97				
U.S.A.	STING ABT	76/444,085	23-Aug-02				
U.S.A.	PRINCE		3-Jun-02	2,690,808		9	Protective Eyewear
U.S.A.	GET ON WITH IT						
U.S.A.	HOT SHOT						
U.S.A.	DURA TAC						
U.S.A.	DURA TRED						

(\*) for illustrative purposes only.

SCHEDULE A

U.S.A.	THUNDERSTICK	768095	8-Dec-88	1,671,868	14-Jan-92	Registered	28	tennis racquets
U.S.A.	BIG POPPER	76/355,762	6-Jan-02				28	Golf clubs
U.S.A.	SPINTEX						28	Sports racquet strings
U.S.A.	FUSION	75/229,497	23-Jan-97	2,257,578	29-Jun-99	Registered	28	Tennis, squash, badminton and racquetball racquets
U.S.A.	SYNERGY	75/392,707	19-Nov-97	2,207,245	1-Dec-98	Registered	28	tennis racquets
U.S.A.	GRAFALLOY	219907	19-Jun-79	1209960	21-Sep-82		28	golf club shafts, racketball racquets and tennis racquets
U.S.A.	SYNCHRONOUS GEODESIC PRISM	747351	22-Aug-88	1551091	8-Aug-89		28	golf balls
U.S.A.	BORATA	74/350,980	22-Jan-93	1,853,073	6-Sep-94		17	boron-based plastic used in the manufacture of golf ball covering
U.S.A.	MAG-LITE	73/752,284		1,713,857	8-Sep-92		28	racquet string
U.S.A.	Design (Club Player)	74/601,237	21-Nov-94	2,001,689	17-Sep-96		28	sports racquets namely tennis, squash, racketball and badminton racquets
U.S.A.	NFS logo	75/054,289	6-Feb-96	2,027,123	31-Dec-96			
U.S.A.	THUNDERBOLT	75/158,211	27-Aug-96					
U.S.A.	Design (Occasional Warrior)	74/601,201	21-Nov-94	1,996,148	20-Aug-96		28	sports racquets, namely tennis, squash, racketball and badminton racquets.

(\*) for illustrative purposes only.

