

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	MERGER		
EFFECTIVE DATE:	12/21/2007		
<b>CONVEYING PARTY DATA</b>			
Name	Formerly	Execution Date	Entity Type
CM SPORTS, LLC		12/21/2007	LIMITED LIABILITY COMPANY: CALIFORNIA
<b>RECEIVING PARTY DATA</b>			
Name:	COMPETITOR GROUP, INC.		
Street Address:	9401 Waples Street, #150		
City:	San Diego		
State/Country:	CALIFORNIA		
Postal Code:	92121		
Entity Type:	CORPORATION: DELAWARE		
<b>PROPERTY NUMBERS Total: 1</b>			
Property Type	Number	Word Mark	
Serial Number:	75611477	MUDDY BUDDY	
<b>CORRESPONDENCE DATA</b>			
Fax Number:	(858)459-0581		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	(858) 459-0581		
Email:	GCochran@cmkr.com		
Correspondent Name:	Circuit McKellogg Kinney & Ross LLP		
Address Line 1:	1205 Prospect Street, Suite 400		
Address Line 4:	La Jolla, CALIFORNIA 92037		
NAME OF SUBMITTER:	Richard K. Circuit		
Signature:	/Richard K. Circuit/		
Date:	05/15/2009		

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Total Attachments: 2  
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ASSIGNMENT OF TRADEMARK  
AND  
CONSENT TO ASSIGNMENT OF TRADEMARK

THIS ASSIGNMENT OF TRADEMARK AND CONSENT TO ASSIGNMENT OF TRADEMARK ("Assignment") is entered into and made effective as of the 21<sup>st</sup> day of December, 2007 by and between CM SPORTS, LLC., a California limited liability company, 9401 Waples Street, Suite 150, San Diego, California, USA ("Assignor") and COMPETITOR GROUP, INC., a Delaware corporation, 9401 Waples Street, Suite 150, San Diego, California, USA ("Assignee"), with reference to the following:

Recitals

A. Assignor and Assignee are parties to that certain Merger Agreement dated as of December 21, 2007 ("Agreement"), pursuant to which Assignee purchased from Assignor the following Intellectual Property Rights ("Intellectual Property"):

1. Trademark Registration No. 2,398,589 for "MUDDY BUDDY" registered with the United States Patent and Trademark Office on October 24, 2000.

B. Assignor has agreed to assign to Assignee all of its right, title and interest in and to the above-referenced Intellectual Property under the Agreement; and pursuant to the Agreement, Assignee has agreed to consent to such assignment.

In consideration of the foregoing, and for other good and valuable consideration, the receipt and sufficiency whereof are hereby acknowledged, the parties agree and declare as follows:

Assignment of Trademark

1. Assignment. Assignor hereby assigns transfers and conveys to Assignee all of its right, title and interest in and to the Intellectual Property. This Assignment shall be effective as of December 21, 2007.

2. Acceptance of Assignment. Assignee does hereby accept the foregoing assignment.

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IN WITNESS WHEREOF, the parties have executed this Assignment of Trademark and Consent to Assignment of Trademark effective as of the date first above written.

ASSIGNOR:

CM SPORTS, LLC  
A California Limited Liability Company

By:   
Steve Gintowt, Chief Financial Officer

ASSIGNEE:

COMPETITOR GROUP, INC.  
A Delaware Corporation

By:   
Steve Gintowt, Chief Financial Officer

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