

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM371463

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Hat World, Inc.		01/19/2016	CORPORATION: MINNESOTA
RECEIVING PARTY DATA			
Name:	BSN Sports, LLC		
Street Address:	1901 Diplomat Drive		
City:	Farmers Branch		
State/Country:	TEXAS		
Postal Code:	75234		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 22			
Property Type	Number	Word Mark	
Registration Number:	4260863	ANACONDA	
Registration Number:	3775170	ANACONDA SPORTS	
Registration Number:	2242889	ANACONDA SPORTS	
Registration Number:	2804533	CITY ROCK	
Registration Number:	1534487	CITY ROCK	
Registration Number:	2049744	CITY ROCK	
Registration Number:	2077055	GREAT WHITE	
Registration Number:	3957952	IMPACT SPORTS	
Registration Number:	3020927	IT'S A BOY	
Registration Number:	3020926	IT'S A GIRL	
Registration Number:	3815075	KEEP ON ROCKIN'	
Registration Number:	2816210	PROFESSIONAL SIGNATURE SERIES	
Registration Number:	2843728	SPECIAL DAY	
Registration Number:	2846146	SPECIAL DAY	
Registration Number:	3333366	THE BIG ROCK	
Registration Number:	2719009	THE ROCK	
Registration Number:	1951224	THE ROCK	
Registration Number:	3876315	THE ROCK	
Registration Number:	3333365	THE ROCK	

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Property Type	Number	Word Mark
Registration Number:	3254394	THE ROCK
Registration Number:	3527570	TRUMP
Serial Number:	85613353	XTREME PERFORMANCE

CORRESPONDENCE DATA

Fax Number: 2028221111

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.

Phone: 202.822.1100

Email: trademarkmail@whda.com,smoskowitz@whda.com

Correspondent Name: Simor L. Moskowitz

Address Line 1: 1250 Connecticut Avenue

Address Line 2: Suite 700

Address Line 4: Washington, D.C. 20036

ATTORNEY DOCKET NUMBER:	101843/9999
NAME OF SUBMITTER:	Simor L. Moskowitz
SIGNATURE:	/Simor L. Moskowitz/
DATE SIGNED:	02/01/2016

Total Attachments: 7

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TRADEMARK ASSIGNMENT

This Trademark Assignment (this "Assignment") is made effective this 19th day of January, 2016, by and between Hat World, Inc., a corporation organized and existing under the laws of Minnesota, and having a usual place of business at 7555 Woodland Drive, Indianapolis, IN 46278 ("Assignor") and BSN Sports, LLC, a limited liability company organized and existing under the laws of Delaware, and having a usual place of business at c/o Varsity Brands Holding Co., Inc., 1901 Diplomat Drive, Farmers Branch TX, 75234 ("Assignee").

WHEREAS, Assignor holds all right, title and interest in and to the trademarks, service marks and trade names set forth on Exhibit A attached hereto and incorporated herein by reference (the "Marks");

WHEREAS, Assignor and Assignee are parties to that certain Asset Purchase Agreement, by and among Assignor, Hat World Services Co., Inc., a Delaware corporation, Nashville Sporting Goods, LLC, a Tennessee limited liability company and Assignee, dated as of the date hereof (the "Purchase Agreement"), pursuant to which Assignor transferred, sold and conveyed to Assignee certain of the assets of Assignor, including the Marks and the goodwill of the business symbolized thereby;

WHEREAS, Assignor now wishes to assign the Marks to Assignee, and Assignee is desirous of acquiring the Marks from Assignor, together with the goodwill of the business symbolized thereby;

WHEREAS, the execution and delivery of this Assignment is a condition to Closing under the Purchase Agreement.

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

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 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 and the right to assert claims and/or defend any proceeding before the United States Patent & Trademark Office to which any of the Marks are subject.

Assignor does hereby authorize the Director of the United States Patent & Trademark Office, and the empowered official of any U.S. State, or 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. Assignor shall make no further use of the Marks for its own benefit or the benefit of another, nor shall Assignor challenge Assignee's use of the Marks after the date of this Assignment.

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.

[Remainder of page intentionally left blank]

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.

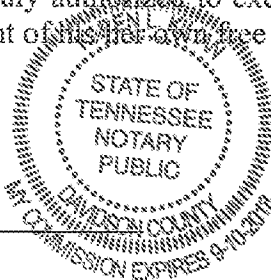
ASSIGNOR: HAT WORLD, Inc.

Name: Mimi E. Vaughn
Signature: *Mimi E. Vaughn*
Title: Senior Vice President

NOTARIZATION

On this 19 day of January, 2016, before me, the undersigned Notary Public, personally appeared Mimi E. Vaughn, proved to me through satisfactory evidence of identification, which was/were ~~her drivers license~~, 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.

Theresa D. Tyi
Signature of Notary



(Seal)

My Commission Expires: _____

ASSIGNEE: _____

Name: _____
Signature: _____
Title: _____

On this ____ day of _____, 201_, before me, the undersigned Notary Public, personally appeared _____, proved to me through satisfactory evidence of identification, which was/were _____, 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 Assignee and executed this document of his/her own free will.

Signature of Notary

(Seal)

My Commission Expires: _____

Signature page to Trademark Assignment

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: _____

Name: _____

Signature: _____

Title: _____

NOTARIZATION

On this _____ day of _____, 201____, before me, the undersigned Notary Public, personally appeared _____, proved to me through satisfactory evidence of identification, which was/were _____, 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.

(Seal)

Signature of Notary

My Commission Expires: _____

ASSIGNEE: BSN SPORTS, LLC

Name: Terrence M. Babilla

Signature: *Terrence M. Babilla*

Title: President

On this 19th day of January, 2016, before me, the undersigned Notary Public, personally appeared Terrence M. Babilla, proved to me through satisfactory evidence of identification, who is personally known to me, 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 Assignee and executed this document of his/her own free will.

Victoria A. Horne
Signature of Notary






(Seal)

My Commission Expires: 11/13/2016

Signature page to Trademark Assignment

Exhibit A

Marks

Mark	Jurisdiction	Serial No. Filing Date	Reg. No. Reg. Date
ANACONDA	United States	85604333 April 20, 2012	4260863 December 18, 2012
ANACONDA SPORTS	United States	77268379 August 30, 2007	3775170 April 13, 2010
ANACONDA SPORTS & Design 	United States	75976939 November 6, 1996	2242889 May 4, 1999
CITY ROCK	Australia	1207329 October 30, 2007	1207329 June 10, 2008
CITY ROCK	Canada	1269543 August 23, 2005	680065 January 23, 2007
CITY ROCK	European Union	003330651 August 27, 2003	003330651 December 14, 2005
CITY ROCK	United States	76493263 February 27, 2003	2804533 January 13, 2004
CITY ROCK	United States	73749592 September 1, 1988	1534487 April 11, 1989
CITY ROCK	China	3692397 August 27, 2003	3692397 May 7, 2006
CITY ROCK & Design 	United States	74675270 May 12, 1995	2049744 April 1, 1997
GREAT WHITE & Design 	United States	75048313 January 25, 1996	2077055 July 8, 1997
IMPACT SPORTS	United States	76643420 July 22, 2005	3957952 May 10, 2011

Mark	Jurisdiction	Serial No. Filing Date	Reg. No. Reg. Date
IT'S A BOY	United States	78530328 December 10, 2004	3020927 November 29, 2005
IT'S A GIRL	United States	78530325 December 10, 2004	3020926 November 29, 2005
KEEP ON ROCKIN'	United States	77500856 June 17, 2008	3815075 July 6, 2010
PROFESSIONAL SIGNATURE SERIES	United States	76426245 June 26, 2002	2816210 February 24, 2004
ROCK	European Union	011517398 January 24, 2013	011517398 June 21, 2013
SPECIAL DAY	United States	76474366 December 3, 2002	2843728 May 18, 2004
SPECIAL DAY & Design 	United States	76474017 December 10, 2002	2846146 May 25, 2004
THE BIG ROCK & Design 	United States	77012706 October 3, 2006	3333366 November 13, 2007
THE ROCK	Canada	1280455 November 22, 2005	807668 September 27, 2011
THE ROCK	European Union	004761276 November 24, 2005	004761276 January 18, 2012
THE ROCK	United States	76418496 June 6, 2002	2719009 May 27, 2003
THE ROCK	United States	74638668 February 27, 1995	1951224 January 23, 1996
THE ROCK	United States	78722281 September 28, 2005	3876315 November 16, 2010

Mark	Jurisdiction	Serial No. Filing Date	Reg. No. Reg. Date
THE ROCK	China	5243798	5243798 August 12, 2012
THE ROCK	China	5243802 March 27, 2006	5243802 June 14, 2009
THE ROCK	China	5243800 March 27, 2003	5243800 April 7, 2012
THE ROCK	China	5243799 March 27, 2006	5243799 July 28, 2009
THE ROCK	China	5243797 March 27, 2006	5243797 April 28, 2011
THE ROCK	China	5243796 March 27, 2006	5243796 February 7, 2011
THE ROCK in Katakana 	Japan	2005117041 December 13, 2005	5487198 April 20, 2012
CITY ROCK	Japan	2003072418 August 25, 2003	4770495 May 14, 2004
THE ROCK & Design 	United States	77012684 October 3, 2006	3333365 November 13, 2007
THE ROCK & Design 	United States	76598447 June 21, 2004	3254394 June 26, 2007
TRUMP	United States	78666479 July 8, 2005	3527570 November 4, 2008
XTREME PERFORMANCE	United States	85613353 May 1, 2012	N/A