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08-18-1998

To the Honorable Commissioner of Patents and Trademarks



Documents or copy thereof.

100758136

1. Name of conveying party(ies):  
Stanley J. Checketts  
350 West 2500 North  
Logan, Utah 84341

Individual(s)                       Association  
 General Partnership               Limited Partnership  
 Corporation-State  
 Other

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

Name and address of receiving party(ies):  
Name: S&S Sports Power, Inc.  
Internal Address:  
Street Address: 350 West 2500 North  
City Logan State Utah ZIP 84311

Individual(s) citizenship  
 Association  
 General Partnership  
 Limited Partnership  
 Corporation-State Utah  
 Other

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

Execution Date: August 12, 1998

If assignee is not domiciled in the United States, a domestic representative designation is attached:  Yes    No  
 (Designation must be a separate document from Assignments)  
 Additional name(s) & address(es) attached?  Yes    No

4. Application number(s) or registration number(s):  
A. Trademark Application No.(s)  
B. Trademark registration No.(s)

Additional numbers attached?  Yes    No

1,970,174                      2,107,810

5. Name and address of party to whom correspondence concerning document should be mailed:  
Name: Pamela Allen  
Internal Address: King & Spalding  
Street Address: 191 Peachtree Street  
City: Atlanta State: GA ZIP 30303

6. Total number of applications and registrations involved: 2

7. Total fee (37 CFR 3.41): \$ 65.00  
 Enclosed \$65.00  
 Authorized to be charged to deposit account

8. Deposit account number: 110980  
 (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.*  
Pamela A. Allen                      *Pamela A. Allen*                      August 14, 1998  
Name of Person Signing                      Signature                      Date

Total number of pages comprising cover sheet: 8

OMB No. 0651-0011 (exp. 4/94)

Do not detach this portion

Mail documents to be recorded with required cover sheet information to:  
08/18/1998 SSMITH 00000079 110980 1970174 Commissioner of Patents and Trademarks  
40.00 DP Box Assignments  
25.00 DP Washington, D.C. 20231  
120.00 CH

Public burden reporting for this sample cover sheet is estimated to average 30 minutes per document to be recorded, including time for reviewing the document and gathering the data needed, and completing and reviewing the sample cover sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Office of Information Systems, PK2100, Washington, D.C. 20231, and to the Office of Management and Budget, Paperwork Reduction Project (0651-0011), Washington, D.C. 20503

01 FC:481  
02 FC:482  
03 FC:484

00000039 110980 1970174  
SSMITH 00000079 110980 1970174  
120.00 CH

Additional Conveying Party:

S & S Original Amusements, Inc.  
350 West 2500 North  
Logan, Utah 84341

(a Utah corporation)

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EXHIBIT B

1. "SPACE SHOT," including U.S. Trademark Registration No. 1,970,174, registered April 23, 1996.
2. "FROG HOPPER," including U.S. Trademark Registration No. 2,107,810, registered October 21, 1997
3. "TURBO DROP," an unregistered common law mark.

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ASSIGNMENT OF INTELLECTUAL PROPERTY RIGHTS

FOR VALUE RECEIVED, STANLEY J. CHECKETTS ("ASSIGNOR"), an individual resident of Utah, whose business address is 350 West 2500 North, Logan, Utah 84341, United States of America, and S & S ORIGINAL AMUSEMENTS, INC. ("CO-ASSIGNOR"), a Utah corporation, whose business address is 350 West 2500 North, Logan, Utah 84341, United States of America, hereby sell, assign, transfer and convey unto S & S SPORTS POWER, INC., a Utah corporation, whose business address is 350 West 2500 North, Logan, Utah 84341, United States of America, its successors, assigns and legal representatives (hereinafter called the "ASSIGNEE"), the entire right, title and interest, for the United States of America and all foreign countries, together with the right to sue and recover for past infringement, in and to: (1) certain inventions described in the patent documents listed in Exhibit A attached hereto, and (2) all trademarks and trade names associated with the inventions described in the patent documents listed in Exhibit A, specifically including those trademarks and trade names listed in Exhibit B (hereinafter collectively referred to as "Trademark Rights").

NOW, THEREFORE, in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration paid by ASSIGNEE, the receipt and sufficiency of which are hereby acknowledged, ASSIGNOR and CO-ASSIGNOR, have sold, assigned, transferred and conveyed and by these presents do hereby sell, assign, transfer and convey to ASSIGNEE, in and for the United States of America and its territories and for foreign countries, the entire right, title, and interest in and to: (1) said patent documents listed in Exhibit A, (2) the inventions therein set forth, (3) any patents which may issue on any pending applications reflected therein, or any reissue, renewal, division, continuation or continuation-in-part thereof, or any other application that claims priority to any patent or application therein, and (4) said Trademark Rights, together with any other registrations, recordals, applications, common law rights and the goodwill of the businesses, products, or services symbolized by said Trademark Rights or associated therewith; and hereby bind themselves, their heirs, legal representatives, administrators and assigns properly to execute without further consideration, any and all applications, petitions, oaths and assignments or other papers and instruments which may be necessary in order to carry into full

force and effect the sale, assignment, transfer and conveyance hereby made or intended to be made.

AND we hereby consent that a copy of this Assignment shall be deemed a full legal and formal equivalent of any assignment, consent to file or like document which may be required in the United States of America or any other country for any purpose.

AND we hereby covenant that we have the full right to convey the entire right, title, and interest herein assigned and that we have not executed and will not execute any agreement in conflict herewith.

AND we hereby covenant and agree that we will communicate to said ASSIGNEE or nominees all pertinent facts known to us pertaining to said inventions, and testify in all legal proceedings, sign all lawful papers, and execute all divisional, continuing and reissue applications or other applications claiming priority to any patent document listed in Exhibit A, make rightful oaths and declarations and in general perform all lawful acts necessary or proper to aid said ASSIGNEE or nominees in maintaining and enforcing all lawful patent protection for said inventions which are described in patent documents listed on Exhibit A or any specification claiming priority to a patent document listed on Exhibit A in the United States of America or any other country.

AND we hereby covenant and agree that we will communicate to said ASSIGNEE or nominees all pertinent facts known to us pertaining to said Trademark Rights, and testify in all legal proceedings, sign all lawful papers, and execute all trademark filing and prosecution documents, make rightful oaths and declarations and in general perform all lawful acts necessary or proper to aid said ASSIGNEE or nominees in obtaining and enforcing full benefits from the right, title and interest to the Trademark Rights herein assigned.

IN WITNESS WHEREOF, I have hereunto set hand and seal this 12 day of August, 1998.

ASSIGNOR:  
STANLEY L. CHECKETTS

*Stanley L. Checketts*  
\_\_\_\_\_

CO-ASSIGNOR:  
S & S ORIGINAL AMUSEMENTS, INC.  
a Utah Corporation

*Stanley L. Checketts*  
\_\_\_\_\_

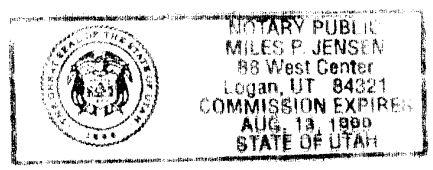
By: Stan Checketts

Its: President

Acknowledgment

State of Utah        )  
                              : ss  
County of Cache    )

The foregoing instrument, i.e., Assignment of Intellectual Property Rights, was acknowledged before me this 12 day of August, 1998.



NOTARY PUBLIC *Miles P. Jensen*  
Residing at: *Logan Utah*  
My commission expires: *8-13-99*

EXHIBIT A

1. U.S. Patent No. 5,632,686, to Stanley J. Checketts, entitled "Pneumatic Device for Accelerating and Decelerating Objects", issued on May 27, 1997.
2. U.S. Patent No. 5,704,841, to Stanley J. Checketts, entitled "Device for Accelerating and Decelerating Objects", issued on January 6, 1998.
3. Japanese Patent Application No. 134254/1995, entitled "Device for Accelerating and Decelerating Objects", filed May 31, 1995, by Stanley J. Checketts.
4. Japanese Patent Application No. 218671/1997, "Device for Accelerating and Decelerating Objects", filed August 13, 1997, by Stanley J. Checketts.
5. European Patent Application No. EP 0 707 875 A1, entitled "Device for Accelerating and Decelerating Objects", filed October 16, 1995, by Stanley J. Checketts.
6. European Patent Application No. EP 0 824 032 A2, entitled "Device for Accelerating and Decelerating Objects", filed August 11, 1997, by Stanley J. Checketts.
7. U.S. Patent Application Serial No. 08/682,841, entitled "Device for Accelerating and Decelerating Objects", filed May 23, 1997, inventor, Stanley J. Checketts.

**EXHIBIT B**

1. "SPACE SHOT," including U.S. Trademark Registration No. 1,970,174, registered April 23, 1996.
2. "FROG HOPPER," including U.S. Trademark Registration No. 2,107,810, registered October 21, 1997
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