

06-16-1998

U.S. DEPARTMENT OF COMMERCE
PATENT AND TRADEMARK OFFICE

FORM PTO-1594
1-31-92

msd 6-1-98



SHEET

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To the Honorable Commissioner of Patents and T

or copy thereof.

1. Name of conveying party(ies):

HARO DESIGNS, INC.

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

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

2. Name and address of receiving party(ies):

Gamma Racing Group, LLC
1285 Stone Drive, Suite 101
San Marcos, California 92069

- Individual(s) citizenship
- Association
- General Partnership
- Limited Partnership
- Corporation

X other Limited Liability Company - California

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No

(Designation must be separate document from Assignment)

Additional name(s) & address(es) attached? Yes No

3. Nature of Conveyance:

- Assignment
- Security Agreement
- Other
- Merger
- Change of Name

Execution Date: May 18, 1998

4. Application number(s) or registration number(s):

If this document is being filed together with a new application, the execution date of the application is: _____

A. Trademark Application No.(s)

B. Trademark No.(s)

2,063,308

Additional numbers attached? Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:

Barry F. Soalt, Esq.
BROWN, MARTIN, HALLER & McCLAIN
1660 Union Street
San Diego, California 92101

6. Total number of application and trademarks involved: One

7. Total fee (37 CFR 3.41): \$ 40.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

02-4070

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

06/15/1998 JSMBZZ 0000136 2063308

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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.

Barry F. Soalt

Name of Person Signing

Signature

May 27, 1998

Date

Total number of pages comprising cover sheet: 1

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

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Mail documents to be recorded with required cover sheet information to:

Commissioner of Patents and Trademarks
Box Assignments
Washington, D.C. 20231

Public burden reporting for this sample cover sheet is estimated to average about 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 the burden estimate to the U.S. Patent and Trademark Office, Office of Information Systems, PK2-1000C, Washington D.C. 20231, and to the Office of Management and Budget, Paperwork Reduction Project, (0651-0011), Washington, D.C. 20503.

NUNC PRO TUNC ASSIGNMENT

WHEREAS, **HARO DESIGNS, INC.**, a California corporation, having a place of business at 217 Chesterfield, Suite B, Cardiff-by-the-Sea, California 920007 (hereinafter Assignor), has adopted and used the mark **RENSPEED**, Registration No. 2,063,308 issued May 20, 1997, which is registered in the United States Patent and Trademark Office (hereinafter the "Trademark");

WHEREAS, **GAMMA RACING GROUP, LLC.**, a California limited liability company having a place of business at 1285 Stone Drive, Suite 101, San Marcos, California 92069 (Assignee), did acquire all right, title and interest in and to the Trademark, including any choses in action relating to said Trademark, together with the goodwill of the business symbolized by the Trademark and the registration thereof; and

WHEREAS, it is desired that the Nunc Pro Tunc Assignment of the Trademark registration be made a matter of record in the United States Patent and Trademark Office.

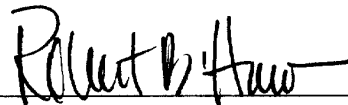
NOW, THEREFORE, for good and valuable consideration, the full receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound hereby, Assignor hereby acknowledges that it did, on December 5, 1997, sell, assign, transfer and convey unto Assignee all of its right, title and interest in and to the aforesaid Trademark, including any chooses in action relating to said Trademark, claims for damages, profits and costs, both in equity and law, for any infringement or infringements of said Trademark rights accruing on or before the date of the

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Assignment, together with the goodwill of the business symbolized by the Trademark, and including the registration thereof, and further, Assignor hereby covenants, agrees and undertakes to execute, whenever requested by Assignee, all applications, assignments, lawful oaths and any other papers which Assignee may deem necessary or desirable for securing to Assignee, or for maintaining for Assignee the Trademark hereby acknowledged to have been assigned, all without further compensation to Assignor.

IN WITNESS WHEREOF, Assignor has caused these presents to be signed this 18 day of MAY, 1998.

HARO DESIGNS, INC.



Robert B. Haro

[ASNAGAMM98.E12]

RECORDED: 06/01/1998

TRADEMARK
REEL: 1740 FRAME: 0542