

09-23-1998

FORM PTO-1594 (Modified) (Rev. 6-93) OMB No. 0651-0011 (exp. 4/94) Copyright 1994-97 LegalStar TM05/REV03

Docket No.:

TEX276/58014



100784189

Tab settings

MRD 1/19/98

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

1. Name of conveying party(ies):

The Provident Bank

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

Additional names(s) of conveying party(ies) Yes No

3. Nature of conveyance:

- Assignment Merger
Security Agreement Change of Name
Other

Execution Date: December 18, 1997

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

Name: National Spirit Group, Ltd.

Internal Address:

Street Address: 2010 Merritt Drive

City: Garland State: TX ZIP: 75041

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

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

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

A. Trademark Application No.(s)

74/213,833 74/521,965

Additional numbers

B. Trademark Registration No.(s)

See Attachment "A"

Yes No

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

Name: Barry Bumgardner

Internal Address:

Street Address: Vinson & Elkins L.L.P.,

2001 Ross Ave., Suite 3700

City: Dallas State: TX ZIP: 75201

6. Total number of applications and registrations involved:

16

7. Total fee (37 CFR 3.41): \$ 640.00

- Enclosed
Authorized to be charged to deposit account

8. Deposit account number:

22-0365

Charge Fee

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.

Barry Bumgardner

Name of Person Signing

Signature

January 19, 1998

Date

TRADEMARK

Total number of pages including cover sheet, attachments, and

6 0989

## EXHIBIT "A"

NATIONAL SPIRIT GROUP, LTD.  
TRADEMARKS

Title	Serial No.	Date Filed	Reg. No.	Date Issued
SPIRITLEADERS (Class 16)	74/213,833	10/16/91	Abandoned	
SPIRITLEADERS (Class 14)	74/812,644	07/13/89	1,606,338	07/17/90
BLEACHER MANIA	74/314,236	09/16/92	1,782,501	07/20/93
CHEERLEADER	72/307,310	09/13/68	911,544	04/27/71
CHEEROBICS (Class 41)	73/511,931	12/04/84	1,341,584	06/11/85
CHEEROBICS (Class 25)	73/561,661	10/04/85	1,395,849	06/03/86
"DANZTEAM" & DESIGN	74/073,439	06/28/90	1,654,382	08/20/91
NCA SUPERCENTER	74/521,965	05/06/94	Abandoned	
"NATIONAL CHEERLEADERS ASSOCIATION" & DESIGN	73/103,803	10/20/76	1,132,169	04/01/80
SUPERSTAR SPIRIT CAMPS	73/150,844	12/05/77	1,127,670	12/11/79
SUPERSTAR DRILL TEAM CAMP	73/150,968	12/05/77	1,127,671	12/11/79
SPIRIT STICK	74/720,988	08/25/95	1,995,465	08/20/96
CHEERLEADER & DANZTEAM	74/721,083	08/25/95	2,056,750	04/29/97
NCA	74/721,084	08/25/95	2,036,038	02/11/97
THE ORIGINAL CHEERLEADER SUPPLY COMPANY	74/720,386	08/25/95	2,018,501	11/19/96
FLY AWAY	74/721,085	08/25/95	2,038,322	02/18/97

RECORDATION FORM COVER SHEET  
TRADEMARKS ONLY

ATTACHMENT "A"

B. Trademark Registration Nos.(s)

1,606,338	1,782,501	911,544
1,341,584	1,395,849	1,654,382
1,132,169	1,127,670	1,127,671
1,995,465	2,056,750	2,036,638
2,018,501	2,038,322	

**TRADEMARK ASSIGNMENT AGREEMENT**

This Trademark Assignment Agreement made and entered into as of this 18th day of December, 1997, by and among National Spirit Group, Ltd. ("Assignee"), a Texas Limited Partnership organized under the laws of Texas, with its principal place of business in Garland, and The Prvident Bank ("Assignor"), an Ohio banking corporation organized under the laws of Ohio, with its principal place of business in Cincinnati.

**WITNESSETH**

WHEREAS, Assignor, pursuant to that certain Credit Agreement dated December 26, 1995 and that certain Assignment dated December 26, 1995, acquired a security interest in certain trademarks and the applications or registrations thereof, said trademarks (hereinafter the "Trademarks" as listed and identified in Exhibit "A" attached hereto and made part of this Agreement) (recorded in the United States Patent and Trademark Office on February 16, 1996 at Reel 1434, Frame 0951); and

WHEREAS, Assignor and Assignee desire to enter into this Assignment Agreement for purpose of assigning all of Assignor's rights, title, and interest in and to the Trademarks to Assignee; and

NOW THEREFORE, in consideration of the premises and of the agreements set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties do hereby agree as follows:

1. Assignment. Assignor, for itself and its successors and assigns forever, hereby assigns, transfers and conveys to Assignee all of its right, title and interest in and to the Trademarks, in the United States and elsewhere, including the right to sue for past infringement, together with the goodwill of the business symbolized by the Trademarks and all registrations and

pending applications for the Trademarks. Upon the execution of this Agreement, Assignor shall cease all use of the Trademarks and shall not use any marks similar to any of the Trademarks.

2. Reasonable Efforts; Cooperation. The parties shall use their reasonable efforts to take, or cause to be taken, all actions and to do, or cause to be done, all things reasonably necessary, proper or advisable to consummate and make effective as promptly as practicable the provisions contained herein and to cooperate with each other in connection with the foregoing.

3. Further Assurances. The parties agree to take such further actions and execute and deliver other documents, certificates, agreements, and other instruments as may be necessary or desirable in order to consummate or implement this Agreement.

4. Representation and Warranties. Assignor hereby represents and warrants that it has made no prior or previous assignment of its rights, title, or interest in the Trademarks, other than the instant assignment to Assignee.

5. Binding Effect. This Assignment, and all terms and provisions hereof, shall be binding upon the parties, and their respective heirs, successors, and assigns.

IN WITNESS THEREOF, the Parties hereto have caused the foregoing Agreement to be duly executed by each of them or their duly authorized representatives on the dates hereinafter subscribed.

**THE PROVIDENT BANK**

By: Nick Jiri

Title: VP

Date: 18 Dec 97

Accepted as of the 18th day of December, 1997

**NATIONAL SPIRIT GROUP, LTD.**

By: [Signature]

Title: President

Date: December 18, 1997

State of ~~Texas~~ Ohio


County of ~~DuKE~~ Hamilton

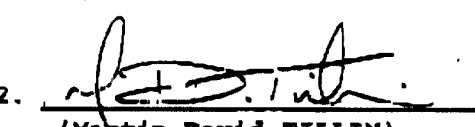
Before me, a notary public in and for the State of Texas, on this day personally appeared Nick Jevic, known to me to be the person whose name is subscribed to the foregoing assignment, and known to me to be the Vice President of THE PROVIDENT BANK, and acknowledged to me that he executed said termination, assignment, and release for the purposes and consideration therein expressed, and as the act of said THE PROVIDENT BANK.

Given under my hand and seal of office this 18th day of December, 1997.

[Signature]  
Notary Public

Joy E. Herald  
Notary Public, State of Ohio  
My Commission Expires October 2, 2000

1.   
(Harry Garth WALTON)

2.   
(Martin David TILLIN)

3.   
(Michael John Towler)