



RE
MRO 10-19-98
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100861803

To the Honorable Commissioner of

attached original documents or copy thereof.

1. Name of conveying party(ies):

SPORTS TECHNOLOGIES, INC.

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

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

2. Name and address of receiving party(ies)

Name: GRAN PRIX CORPORATION

Internal Address:

Street Address: 9500 Lackland Road

City: St. Louis State: MO ZIP: 63114

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

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

(Designations must be a 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: July 10, 1998

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

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

2,127,444

Additional numbers attached? Yes No

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

Name: Vangelis Economou, Esq.

Internal Address:

Dorn, McEachran, Jambor & Keating

Street Address: 55 East Monroe Street

Suite 2940

City: Chicago State: IL ZIP: 60603

6. Total number of applications and registrations involved: one

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

- Enclosed 40 E
- Authorized to be charged to deposit account

8. Any excess fees

Deposit account number:

11-1013

(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.

Vangelis Economou, Exq.

Name of Person Signing

Vangelis Economou
Signature

October 12, 1998

Date

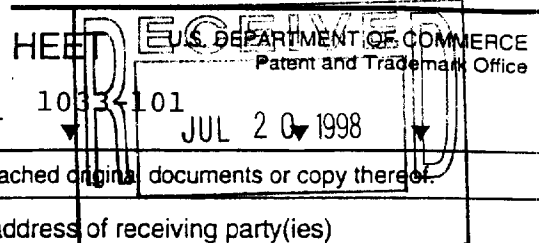
Total number of pages including cover sheet, attachments, and document:

MRP 7-20-98

07-23-1998

FORM PTO-1594 (Rev. 6-93)

REC



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

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

1. Name of conveying party(ies):

SPORTS TECHNOLOGIES INC.

2. Name and address of receiving party(ies)

Name: Gran Prix Corporation

Internal Address:

Street Address: 9500 Lackland Road

City: St. Louis State: MO ZIP: 63114

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

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

3. Nature of conveyance:

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

Execution Date: July 10, 1998

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

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

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

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

2,127,444

Additional numbers attached? Yes No

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

Vangelis Economou, Esq.

Name:

Internal Address:

Dorn, McEachran, Jambor & Keating

Street Address: 55 East Monroe Street

Suite 2940

City: Chicago State: IL ZIP: 60603

6. Total number of applications and registrations involved: one

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

Enclosed

Authorized to be charged to deposit account any excess fees

8. Deposit account number: 11-1013

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

07/23/1998 BNUYEN 00000243 2127444

DO NOT USE THIS SPACE

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40.00 OP

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.

Vangelis Economou, Esq.

Vangelis Economou (Signature)

July 15, 1998

Name of Person Signing

Signature

Date

Total number of pages including cover sheet, attachments, and document: one

TRADEMARK ASSIGNMENT

WHEREAS, Sports Technologies, Inc., a corporation organized and existing under and by virtue of the laws of the State of Kentucky, having its principal place of business located at 2923 Industrial Drive, Sanford, North Carolina 27330 (hereinafter "ASSIGNOR"), has adopted, used and are using a certain mark which is embodied in and the subject of U.S. Trademark Registration No. 2,127,444 for "THE DIFFERENCE IS STRIKING!" in Class 18 of the Trademark Register, said mark and registration referred to herein as the "Trademark Rights"; and

WHEREAS, Gran Prix Corporation, a corporation organized and existing under and by virtue of the laws of the State of Missouri, having its principal place of business at 9500 Lackland Road, St Louis, Missouri 63114 (hereinafter "ASSIGNEE") has acquired certain of ASSIGNOR's business assets, including the Trademark Rights, the mark used by ASSIGNOR to identify its goods and the goodwill of the business related thereto, and to obtain all right, title and interest in, to and under said Trademark Rights and to register such acquisition in the U.S. Patent and Trademark Office Assignment records.

NOW, THEREFORE, for Ten Dollars (\$10.00) and other good and valuable consideration, receipt and sufficiency of which is acknowledged, effective as of March 24, 1998, ASSIGNOR assigns its Trademark Rights to ASSIGNEE upon the following terms:

1. ASSIGNOR represents and warrants that it owns or had owned as of March 24, 1998, the entire right, title and interest in and to the Trademark Rights.
2. ASSIGNOR hereby assigns to ASSIGNEE all right, title and interest in, to and

under the mark, in, to and under said Trademark Rights and to the goodwill of the business relating thereto and symbolized by said mark and said Trademark Rights.

3. And, for the same consideration, ASSIGNOR hereby transfers, assigns and sets over to ASSIGNEE, free and clear of any claims, liens and encumbrances, all of ASSIGNOR's right, title and interest, legal and equitable, in and to any claims, causes of action for past infringements of the mark and Trademark Rights and for unfair competition and any related claims ASSIGNOR may have against any third parties, whether known or unknown, and to apply any damages recovered to ASSIGNEE's account.

4. And, for the same consideration, ASSIGNOR covenants to cooperate with ASSIGNEE, or its designees or legal representatives, to bring and maintain any such claims or causes of action, whether in a court of competent jurisdiction or in an administrative agency, and ASSIGNOR shall provide any documents, records and things necessary to maintain any and all claims or causes of action upon reasonable request of ASSIGNEE, its designee or legal representative.

5. And, for the same consideration, ASSIGNOR further covenants and agrees to execute and cause to be executed, at the request of ASSIGNEE, or its designees, successors, assigns or legal representatives, all assignments, powers of attorney, and other papers as may be reasonably necessary to enable ASSIGNEE to obtain or maintain the Trademark Rights herein conveyed or intended to be conveyed.

6. And, for the same consideration, ASSIGNOR hereby warrants, by this Assignment, that ASSIGNOR has not made and will not make any commitment or claim inconsistent with or in derogation of this Trademark Assignment.

7. The effective date of this Trademark Assignment is March 24, 1998,

irrespective of the date that the Assignment was actually signed.

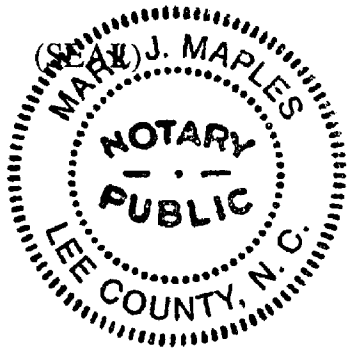
IN TESTIMONY WHEREOF, I have hereunto set my hand and seal this 10th day of July, 1998.

SPORTS TECHNOLOGIES, INC.

By: *Steven M. Malloy*
Steven M. Malloy, President

STATE OF North Carolina)
) SS:
)
COUNTY OF Lee)

Before me, a Notary Public in and for the County and State aforesaid, appeared Steven M. Malloy, to me personally known to be the officer of the corporation, and having authority to sign on behalf of the corporation and who is the same person whose name is subscribed to the foregoing instrument, and who acknowledged that the execution and delivery of the foregoing instrument as his free and voluntary act for the uses and purposes therein expressed.



Mary G. Maples
Notary Public