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SHEET

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

1. Name of conveying Party(ies): MFD 12-21-98
FOUNTAINHEAD DEVELOPMENT CORPORATION, INC.

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

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

Name: **DNP, Inc.**

Internal Address:

Street Address: **1875 Kathy Whitworth Drive**

City: **Braselton** State: **GA** Zip: **30517**

Individual(s) citizenship

Association

General Partnership

Limited Partnership

Corporation State **Georgia**

Other

If assignee is not domiciled in the United States, a domestic representative designation is attached Yes No (Designations must be separate from assignment)

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

3. Nature of conveyance: 22

Assignment

Security Agreement

Other

Merger

Change of name

Execution Date:

DECEMBER 16, 1998

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

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

1,871,658 **1,975,654** **1,974,493**

1,878,055 **1,996,369**

1,959,234 **1,973,607**

1,977,574 **1,974,497**

jm

Additional numbers attached? Yes No

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

Name: **MICHAEL D. HOBBS, JR., ESQ.**

Internal Address:

Street Address: **NATIONSBANK PLAZA
600 Peachtree St., Ste. 5200**

City: **ATLANTA**

State: **GA** Zip: **30308-2216**

6. Total number of applications and registrations involved: 9

7. Total fee (37 CFR 3.41) \$ 240.00

Enclosed

Authorized to be charged to deposit account

(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.

MICHAEL D. HOBBS, JR., ESQ.

Name of Person Signing

Michael D. Hobbs, Jr.

Signature

DECEMBER 18, 1998

Date

12/22/1998 DMGUYEN 00000135 1871658

01 FC:481 40.00 DP
02 FC:482 200.00 DP

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

Total number of pages comprising cover sheet: 3

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

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

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TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (the "Assignment") is made and entered into as of the 16TH day of ~~DECEMBER~~ 1998, by and between FOUNTAINHEAD DEVELOPMENT CORPORATION, INC. a Georgia corporation, located at 6060 Golf Club Drive, Braselton, Georgia 30517 ("Assignor"), and DNP, Inc. a Georgia corporation, located at 1875 Kathy Whitworth Drive, Braselton, Georgia 30517 ("Assignee").

W I T N E S S E T H

WHEREAS, Assignor is the owner of all right, title and interest in and to the following registrations (hereinafter referred to as the "Marks"):

<u>Mark</u>	<u>Registration No.</u>	<u>Registration Date</u>
A GATHERING OF CHAMPIONS	1,871,658	January 3, 1995
Miscellaneous Design	1,878,055	February 7, 1995
Miscellaneous Design	1,959,234	February 27, 1996
SARAZEN	1,977,574	June 4, 1996
SARAZEN	1,975,654	May 28, 1996
SARAZEN WORLD OPEN CHAMPIONSHIP	1,996,369	August 27, 1996
SARAZEN WORLD OPEN CHAMPIONSHIP	1,973,607	May 14, 1996
SARAZEN WORLD OPEN CHAMPIONSHIP & Design	1,974,497	May 21, 1996
SARAZEN WORLD OPEN CHAMPIONSHIP & Design	1,974,493	May 21, 1996

WHEREAS, Assignee and Assignor desire to enter into this Assignment to effect the transfer of the Marks;


NOW, THEREFORE, for and in consideration of the premises and the mutual promises hereinafter set forth and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee hereby agree as follows:

1. Transfer and Assignment. Assignor hereby transfers and assigns to Assignee all right, title and interest in and to the Marks, together with the goodwill of the business symbolized by the

Marks, along with the right to recover for damages and profits and other remedies for past infringement of the Marks.

2. Further Documentation and Actions. Assignor hereby agrees to execute and deliver to Assignee any further documents and instruments, and to do any and all further acts, deemed necessary by Assignee to vest in Assignee all right, title and interest in and to the Marks, and to enable such right, title and interest to be recorded in the United States Patent and Trademark Office and any other appropriate governmental authority or agency of the United States.

FOUNTAINHEAD DEVELOPMENT CORPORATION, INC.

By: 
Name: ANTHONY MASTANDREA
Title: TREASURER