

01-06-1999

RECORDATION FOR TRADEMAR



100936383

1-4-99

To the Honorable Commissioner of Patents and Trademarks: Please record the a

1. Name of conveying party(ies):  
 Valley Recreation Products, Inc.  
 Individual       Association  
 General Partnership    Limited Partnership  
 Corporation - State: Delaware  
 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: December 30, 1998

2. Name and address of receiving party(ies):  
 Name: Valley-Dynamo, L.P.  
 Internal Address: \_\_\_\_\_  
 Street Address: 2525 Handley-Ederville Rd  
 City: Richland Hills State: TX Zip: 76118

Individual(s) citizenship  
 Association  
 General Partnership  
 Limited Partnership (Delaware)  
 Corporation - State: \_\_\_\_\_  
 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 registration number(s)  
 A. Trademark Application No.(s)      B. Trademark Registration No.(s)

See Schedule One to Attached Agreement

Additional numbers attached?  yes  no

5. Name and address of party to whom correspondence concerning document should be mailed:  
 Name: Chad Perry  
 Internal Address: Ropes & Gray  
 Street Address: One International Place  
 City: Boston State: MA Zip: 02110-2624

6. Total number of applications and registration involved:  
 ..... [5]

7. Total Fee (37 CFR 3.41) ..... \$ 140  
 Enclosed  
 Authorized to be charged to deposit account

8. Deposit account number:  
 \_\_\_\_\_

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.*

Catherine R. Howell      Catherine R. Howell      January 4, 1999  
Name of Person Signing      Signature      Date

RECEIVED  
 JAN 14 PM 2:33  
 FEDERAL BUREAU OF INVESTIGATION  
 BRANCH

Total number of pages including cover sheet, attachments and document: 18

7066921.01

01/05/1999 DNGUYEN 00000103 998520

01 FC:481      40.00 OP  
02 FC:482      100.00 OP

# Schedule 1

## TRADEMARKS

### U.S. Trademark/Service Mark Registrations

<u>Registration No.</u>	<u>Mark</u>	<u>Goods</u>
998,520	TORNADO (Word)	Tables and associated apparatus for playing the game of fussball
1,270,028	TORNADO and T Design	Equipment sold as a unit for playing a table soccer game
1,819,277	USTSA and Design	Promotion of the sport of table soccer
2,030,130	Balanced Man Design	Table soccer playing figures
2,044,397	The Twister and Design	Equipment sold as a unit for playing a table soccer game

### Foreign Trademark/Service Mark Applications/Registrations

#### TORNADO (Word)

<u>Country</u>	<u>Serial No.</u>	<u>Registration No.</u>
Great Britain Hong Kong	9508186	2013355A

#### TORNADO and Design

<u>Country</u>	<u>Serial No.</u>	<u>Registration No.</u>
Germany	39514885	
Great Britain	2013355B	

#### TORNADO (Word)

<u>Country</u>	<u>Serial No.</u>	<u>Registration No.</u>
Argentina	2062288	
Australia		719396
Brazil	819676411	



Schedule 2

PATENTS AND PATENT APPLICATIONS

**U.S. Patents**

<u>Patent No.</u>	<u>Title</u>	<u>Issued</u>
4,382,598	Rod Bearing for Table Soccer or Fussball Etc.	May 10, 1983
4,726,586	Pool Ball Return Control Apparatus	February 23, 1988
4,979,739	Ball Return Control Apparatus	December 25, 1990
5,058,892	Table Soccer or Fussball Game Playing Ball	October 22, 1991
5,071,137	Table Soccer Game Bumper Structure	December 10, 1991
5,072,880	Sectional Rod Bearing for Fussball Etc.	December 17, 1991
5,240,250	Game Ball Made by Method Etc.	August 31, 1993
5,333,864	Table Soccer Playing Figure	August 02, 1994
5,419,555	Table Soccer Playing Figure Etc.	May 30, 1995
5,496,031	Method of Fabricating a Table Soccer Etc.	March 05, 1996
5,641,163	Table Soccer Playing Figure	June 24, 1997

**Foreign Patents/Patent Applications**

<u>Patent No.</u>	<u>Country</u>
585,310	Australia
1,273,031	Canada
3,603,288	Germany
2,170,721	Great Britain
1,305,504	Canada
2,214,441	Great Britain
325,687	European designating: Austria, Belgium, France, Germany, Italy, Luxembourg, Netherlands, Spain, Sweden, Switzerland

**ASSIGNMENT OF PATENTS, PATENT APPLICATIONS,  
COPYRIGHTS, TRADEMARKS, TRADEMARK  
APPLICATIONS AND GOODWILL**

THIS ASSIGNMENT OF PATENTS, PATENT APPLICATIONS, COPYRIGHTS, TRADEMARKS, TRADEMARK APPLICATIONS AND GOODWILL (the "Intellectual Property Assignment Agreement") is entered into on December 30, 1998, by and among Valley-Dynamo, L.P., a limited partnership organized under the laws of Delaware (the "Partnership"), and VALLEY RECREATION PRODUCTS, INC., a corporation organized under the laws of Delaware ("Valley").

**R E C I T A L S:**

WHEREAS, the Partnership and Valley are parties to a certain contribution agreement dated as of August 28, 1998 (the "Contribution Agreement"), under the terms of which Valley agrees to transfer to the Partnership the Valley Contributed Business (as such term is defined in the Contribution Agreement);

WHEREAS, Valley owns (a) the United States and foreign trademarks, service marks, trademark and service mark registrations and trademark and service mark applications listed on Schedule 1 hereto (the "Trademarks"), (b) the United States Letters Patent and patent applications and foreign patents and patent applications listed on Schedule 2 hereto (the "Patents"), and (c) various copyrights (the "Copyrights"), which together with the products and goodwill associated with the Trademarks, Patents and Copyrights, constitute part of the Valley Contributed Business; and

WHEREAS, pursuant to the Contribution Agreement, the Partnership desires to obtain all of Valley's right, title and interest in, to and under said Trademarks, Patents and Copyrights and the goodwill associated therewith;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by Valley, Valley hereby sells, conveys, assigns, transfers and delivers to the Partnership, its successors and assigns, all of Valley's right, title and interest throughout the world in, to and under (a) the Trademarks and Copyrights, all goodwill associated therewith, all common law rights thereto, and all registrations that have been or may be granted thereon and (b) the Patents, and the underlying inventions described therein, and all divisions, renewals, reissues, continuations and continuations-in-part thereof, and all United States and foreign patents which have been or may be granted thereon, together with the right to sue and recover damages for future or past infringements of the Trademarks, Patents and Copyrights and to fully and entirely stand in the place of Valley in all matters related thereto.

Valley hereby requests the United States Commissioner of Patents and Trademarks (the "Commissioner"), as well as his or her foreign counterparts in the foreign jurisdictions which exercise authority over any of the Patents, Trademarks or Copyrights, to record this Intellectual Property Assignment Agreement to the Partnership. Valley hereby further requests the Commissioner and his or her foreign counterparts to issue (a) any and all registrations resulting from applications among the Trademarks or derived therefrom and (b) any and all patents resulting from applications among the patents or derived therefrom to the Partnership as assignee of the entire interest.

Valley covenants that it has full right to convey the entire interest herein assigned, and that Valley has not executed, nor will it execute, any agreements inconsistent herewith.

Valley, for itself and its respective successors and assigns, hereby covenants and agrees that at any time and from time to time forthwith upon the request of the Partnership, Valley will, at its expense, do, execute, acknowledge and deliver or cause to be done, executed, acknowledged and delivered, all such further acts, deeds, instruments, transfers and assurances as may be reasonably required by the Partnership in order to assign, transfer, set over and convey unto, and vest in, the Partnership, its respective successors and assigns, any or all of the Patents, Trademarks and Copyrights, and to put the Partnership in actual possession and operating control thereof, free and clear of all Liens, to assist the Partnership in exercising all rights with respect thereto and to assure the Partnership of the full benefits thereof.

Valley hereby constitutes and appoints the Partnership and its successors and assigns as their true and lawful attorneys in fact in connection with the transactions contemplated by this instrument, with full power of substitution to demand and receive, in the name and stead of Valley but on behalf of and for the benefit of the Partnership and its successors and assigns, any and all of the assets, properties, rights and business hereby conveyed, assigned, and transferred or intended so to be, and to give receipt and releases for and in respect of the same and any part thereof, and from time to time to institute and prosecute, in the name of Valley or otherwise, for the benefit of the Partnership or its successors and assigns, proceedings at law, in equity, or otherwise, which the Partnership or its successors or assigns deem proper in order to collect or reduce to possession or endorse any of the Patents, Trademarks and Copyrights, and to do all acts and things in relation to such assets which the Partnership or its successors or assigns reasonably deem desirable.

In the event that any provision of this Intellectual Property Assignment Agreement would, under applicable law, be invalid or unenforceable in any respect, such provision shall be construed by modifying or limiting it so as to be valid and enforceable to the maximum extent compatible with, and possible under, applicable law. Any term or provision of this Intellectual Property Assignment Agreement that is invalid or unenforceable in any situation in any jurisdiction shall not affect the validity or enforceability of the remaining terms and provisions hereof or the validity or enforceability of the offending term or provision in any other situation or in any other jurisdiction.



VALLEY-DYNAMO, L.P.

By: VDG Corp., General Partner

By: Gregory P. Meredith  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

STATE OF \_\_\_\_\_ )  
COUNTY OF \_\_\_\_\_ )

ss.

On this 24<sup>th</sup> day of December, 1998, before me personally appeared Gregory P. Meredith, personally known to me or proved to me on the basis of satisfactory evidence to be the person who executed the within instrument, and being by me duly sworn, did depose and say that the statements therein contained are true.

WITNESS my hand and official seal.

[SEAL]

Jacqueline Rosengart  
Notary  
My Commission Expires:

JACQUELINE ROSENGART  
Notary Public, State of New York  
No. 01RO5087454  
Qualified in Suffolk County  
Commission Expires Nov 3, 1999