

03-15-1999

Docket No.:

13462.0508



100982341

Tab settings

3-8-99

To the Honorable Commissioner of Patent

Attached original documents or copy thereof.

1. Name of conveying party(ies):

BKN, Inc.

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

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

3. Nature of conveyance:

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

Execution Date: February 26, 1999

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

Name: Real Musgrave

Internal Address: _____

Street Address: 3726 Valley View

City: Flower Mound State: TX ZIP: 75022

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

If assignee is not domiciled in the United States, a domestic designation is Yes N
(Designations must be a separate document from Additional name(s) & address(es) Yes N

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

A. Trademark Application No.(s)

75/311,869

B. Trademark Registration No.(s)

Additional numbers Yes No

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

Name: Karl M. Zielaznicki, Esq.

Internal Address: Parker Chapin Flattau & Klimpl, LLP

Street Address: 1211 Avenue of the Americas

City: New York State: NY ZIP: 10036

6. Total number of applications and registrations involved:.....

1

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

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

500-672

DO NOT USE THIS SPACE

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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.

Karl M. Zielaznicki, Esq.

Name of Person Signing

Signature

February 26, 1999

Date

Total number of pages including cover sheet, attachments, and

4

TRADEMARK

REEL: 1867 FRAME: 0451

SERVICE MARK ASSIGNMENT

WHEREAS, BKN, Inc., a New York Corporation (hereinafter "Assignor"), is the owner of the mark and application listed on Schedule A annexed hereto hereinafter referred to as "the said Mark";

WHEREAS, Real Musgrave, a U.S. Citizen, with an address at 3726 Valley View, Flower Mound, TX 75022 (hereinafter "Assignee"), wishes to acquire the entire right, title and interest in and to the said Mark in the United States, together with the goodwill of the business connected with the use of and symbolized by the said Mark; and

NOW THEREFORE, for good and valuable consideration, which is hereby acknowledged and accepted, Assignor hereby sells, assigns and transfers to Assignee all right, title and interest in and to the said Mark in the United States and application, together with the goodwill of the business connected with the use of and symbolized by the said Mark.

Assignor expressly agrees to execute and deliver at the request of Assignee, all other papers, instruments, and assignments and to perform any other reasonable acts Assignee may require in order to vest all right, title and interest in and to the said Mark and application in Assignee and/or to provide evidence to support any of the foregoing in the event such evidence is deemed necessary by Assignee.

SERVICE MARK ASSIGNMENT

WHEREAS, BKN, Inc., a New York Corporation (hereinafter "Assignor"), is the owner of the mark and application listed on Schedule A annexed hereto hereinafter referred to as "the said Mark";

WHEREAS, Real Musgrave, a U.S. Citizen, with an address at 3726 Valley View, Flower Mound, TX 75022 (hereinafter "Assignee"), wishes to acquire the entire right, title and interest in and to the said Mark in the United States, together with the goodwill of the business connected with the use of and symbolized by the said Mark; and

NOW THEREFORE, for good and valuable consideration, which is hereby acknowledged and accepted, Assignor hereby sells, assigns and transfers to Assignee all right, title and interest in and to the said Mark in the United States and application, together with the goodwill of the business connected with the use of and symbolized by the said Mark.

Assignor expressly agrees to execute and deliver at the request of Assignee, all other papers, instruments, and assignments and to perform any other reasonable acts Assignee may require in order to vest all right, title and interest in and to the said Mark and application in Assignee and/or to provide evidence to support any of the foregoing in the event such evidence is deemed necessary by Assignee.

Schedule A

Mark

Appln. No.

Filing Date

POCKET DRAGON
ADVENTURES

75/311,869

June 19, 1997