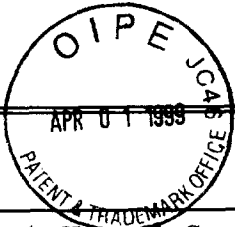


4-1-99



04-16-1999



REC

ET

101012139

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

1. Name of conveying party(ies):

Benepe Limited

- individual(s)
- general partnership
- corporation - British Virgin Islands
- association
- limited partnership
- other

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

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

Name: **Sports Licensing, Inc.**

Internal Address:

Street Address: **10 River Road**

City: **Hanover** State: **New Hampshire** Zip: **03755**

3. Nature of conveyance:

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

Execution Date: **8/15/94**

- Individual(s) citizenship
- Association
- General Partnership
- Limited Partnership
- Corporation - State of New Hampshire
- Other

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designation 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) **1,108,125**

Additional numbers attached? Yes No

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

Brian M. Dingman
Nields, Lemack & Dingman
176 East Main Street - Suite 8
Westborough, MA 01581

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: **04-1130**

04/15/1999 DNGUYEN 00000143 1108125

01 FC:481

40.00 DP

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.

Brian M. Dingman

Name of person signing

Signature

3/30/99
Date

Attorney Docket No.: **SPOR/9839/US**

Total number of pages including cover sheet, attachments and document: **6**



BILL OF SALE

This Bill of Sale is made on the 15th day of August, 1994, between Benepe Limited a corporation duly organized under the laws of the British Virgin Islands (hereinafter referred to as Benepe) and Sports Licensing, Inc., a corporation organized and existing under the laws of the State of New Hampshire and having its principal place of business at 25 South Main Street, Hanover, New Hampshire 03755 (hereinafter referred to as SLI).

In consideration of the exchange of two thousand (\$2,000) dollars in United States currency and other good and valuable consideration, receipt of which is hereby acknowledged, Benepe does hereby sell, convey and transfer to SLI any and all right, title and interest to all intellectual property rights it now owns, including but not limited to U.S.A. and world patents, pending patent applications, copyrights, trademarks, graphics, corporate slogans, brand names and "trade dress" (that is, the color, shape or design of a product, or of its packaging.)

Dated this 15th day of August, 1994.

For and on behalf of
CAPCEPT LIMITED

Authorized Signature

TOTAL P. 002

TRADEMARK

REEL: 1884 FRAME: 0289



BILL OF SALE

This Bill of Sale is made on this 2nd August 1994, between Olimbos Limited a corporation duly organized under the laws of the Crown Colony of Hong Kong (hereinafter referred to as Olimbos) and Torcepe Limited a corporation duly organized under the laws of the British Virgin Islands (hereinafter referred to as Torcepe).

In consideration of the exchange of two thousand (\$2,000) dollars in United States currency and other good and valuable consideration, receipt of which is hereby acknowledged, Olimbos does hereby sell, convey and transfer to Torcepe all of its liabilities and assets (including any and all right, title and interest to all intellectual property rights it now owns, including but not limited to U.S.A. and world patents, pending patent applications, copyrights, trademarks, graphics, corporate slogans, brand names and "trade dress" (that is, the color, shape or design of a product, or of its packaging).

Dated this 2nd August 1994.

For and on behalf of
TORCEPE LIMITED
By: Cayce Limited,
as Sole Director
For and on behalf of
OLIMBOS LIMITED

For and on behalf of
OLIMBOS LIMITED
By Torcepe Limited,
as Director
For and on behalf of
TORCEPE LIMITED

Brian Siso
Authorized Signatory

Michael G. Allardice
Authorized Signatory



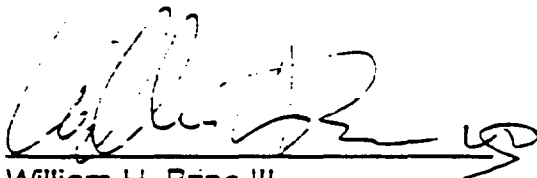
*Do not
cancel
this*

BILL OF SALE

This Bill of Sale is made on this 20th day of May, 1994, between Brine International Limited a corporation duly organized under the laws of the Crown Colony of Hong Kong (hereinafter referred to as Brine) and Benepe Limited a corporation duly organized under the laws of the British Virgin Islands (hereinafter referred to as Benepe).

In consideration of the exchange of two thousand (\$2,000) dollars in United States currency and other good and valuable consideration, receipt of which is hereby acknowledged, Brine does hereby sell, convey and transfer to Benepe all of its liabilities and assets (including any and all right, title and interest to all intellectual property rights it now owns, including but not limited to U.S.A. and world patents, pending patent applications, copyrights, trademarks, graphics, corporate slogans, brand names and "trade dress" (that is, the color, shape or design of a product, or of its packaging).

Dated this the 20th day of May, 1994.

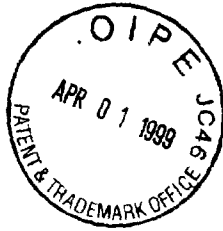


William H. Brine III



Peter H. Brine

Handwritten notes:
D. Dowell
D. Dowell



BILL OF SALE

This Bill of Sale is made between the W. H. Brine Co., a corporation duly organized and existing under the laws of the Commonwealth of Massachusetts, United States of America, hereinafter referred to as "Brine" and Olimbos Limited a corporation duly organized under the laws of the Crown Colony of Hong Kong, hereinafter referred to as "Olimbos" on this 22nd day of January, 1985.

For one dollar (\$1.00) in United States currency and other good and valuable consideration, receipt of which is hereby acknowledged, Brine hereby sells, conveys, and transfers, to Olimbos any and all right, title, and interest to all intellectual property rights it now owns including but not limited to U.S.A. and world patents, pending patent applications, copyrights, trademarks, graphics, corporate slogans, brand names, and "trade dress," (that is, the color, shape or design of a product, or of its packaging), as well as those used by Brine, Brine Sports Ltd., Brine Brothers Leasing, and Kwik Stik in the conduct of business. See attached appendix A.

President of W. H. Brine Co.

On behalf of Olimbos, I hereby accept delivery of the subject of this Bill of Sale.

Handwritten signature: NPB *President*

D \$

HENRY C. NIELDS
KEVIN S. LEMACK
BRIAN M. DINGMAN

STACEY L. CHANNING
JENIFER E. HAECKL
OF COUNSEL



176 EAST MAIN STREET, SUITE 8
WESTBORO, MASSACHUSETTS 01581

TELEPHONE: (508) 898-1818
FACSIMILE: (508) 898-2020

E-MAIL: NLDLAW@AOL.COM

March 30, 1999

Commissioner of Patents and Trademarks
U.S. Patent and Trademark Office
Washington, DC 20231

SUBJECT: Sports Licensing, Inc. Trademark Recordation Form
Trademark Reg. No.: 1,108,125
Title: FIREFLY Trademark
Docket No.: SPOR/9839/US

Dear Sir:

Enclosed is a Recordation Form Cover Sheet for the above referenced trademark.
Attached are copies of the Bill of Sale.

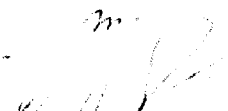
Also enclosed is a check in the amount of \$40.00 for the fee.

If for any reason this Recordation Form is found to be incomplete, or if at any time it appears that a telephone conference with counsel would help advance prosecution, please telephone the undersigned in Westborough, Massachusetts (508) 898-1818.

If any payment during prosecution is found to be insufficient or if any overpayment is found, please charge any deficiency or credit any overpayment to my deposit account number 04-1130. A copy of this letter is enclosed for use by the Finance Branch in the event that it is necessary to make any charge or credit to my deposit account.

Kindly acknowledge receipt of the foregoing by returning the enclosed self-addressed postcard.

Very truly yours,


Brian M. Dingman

BMD:jam
Enclosures