



FORM PTO-1618A
Expires 06/30/99
OMB 0651-0027

08-16-1999

U.S. Patent & TMOrc/TM Mail Rcpt Dt. #11

U.S. Department of Commerce
Patent and Trademark Office
TRADEMARK

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08-20-1999

REC



TO: The Commissioner of Pa

101121998

iginal document(s) or copy(ies).

Submission Type

8-16-99

- New
- Resubmission (Non-Recordation)
Document ID # _____
- Correction of PTO Error
Reel # _____ Frame # _____
- Corrective Document
Reel # _____ Frame # _____

Conveyance Type

- Assignment
- License
- Security Agreement
- Nunc Pro Tunc Assignment
Effective Date: _____
- Merger
- Change of Name
- Other: _____

Conveying Party

Mark if additional names of conveying parties attached

Execution Date:

Name: Riva Sports LLC

June 28, 1999

Formerly: _____

- Individual
- General Partnership
- Limited Partnership
- Corporation
- Association
- Other: Limited Liability Company
- Citizenship / State of Incorporation / Organization: Maryland

Receiving Party

Mark if additional names of conveying parties attached

Name: IKA/Riva, LLC

DBA/AK/A: _____

Composed of: _____

Address (line 1): c/o Arlene G. Kaufman

Address (line 2): 5 Via Sunny

Address (line 3): Palm Beach

FL

33480

City

State / Country

Zip Code

- Individual
 - General Partnership
 - Limited Partnership
 - Corporation
 - Association
 - Other: Limited Liability Company
 - Citizenship / State of Incorporation / Organization: Delaware
- If document is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached.

FOR OFFICE USE ONLY

08/19/1999 BCDATES 00000100 012510 75411398

990E

01 FC:481 40.00 CH
02 FC:482 950.00 CH

Mail documents to be recorded with required cover sheet(s) information to:
Commissioner of Patents and Trademarks, Box Assignments, Washington, DC. 20231

TRADEMARK
REEL: 001946 FRAME: 0006

Domestic Representative (for the first Receiving Party Only)

Name: _____

Address (line 1): _____

Address (line 2): _____

Address (line 3): _____

Address (line 4): _____

Correspondent Name and Address (for the first Receiving Party Only)

Name: Chris Wilson

Address (line 1): ARNOLD & PORTER

Address (line 2): 555 12th Street N.W.

Address (line 3): Suite 1229-A

Address (line 4): Washington, DC 20004-1202

Pages

Enter the total number of pages of the attached conveyance document including any attachments:

11

Trademark Application Number(s) or Registration Number(s)

Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property)

Trademark Application Number(s)

Registration Number(s)

75-411398; 75-395793; 75-427042; 75-338558; 75-338561; 75-338565;
75-338562; 75-338560; 75-338559; 75-338557; 75-338555; 75-338556;
75-338563; 75-338564; 75-340810; 75-340819; 75-340821; 75-340820;
75-340818; 75-411371; 75-328327; 75-350527; 75-350525; 75-350526;
75-317062; 75-507081; 75-395978; 75-395976; 75-395977; 75-413927;
75-412458; 75-461143; 75-461144; 75-464329; 75-465875; 75-465878;
75-465877; 75-465876; 75-323876

Number of Properties

Enter the total number of properties involved:

39

Fee Amount

Fee Amount for Properties Listed (37 C.F.R. 3.41)

\$ 990.00

Method of Payment

Enclosed

Deposit Account

Deposit Account Number: 01-2510

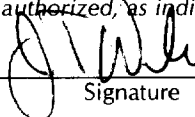
Authorization to charge additional fees: Yes No

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. Charges to deposit account are authorized, as indicated herein.

James T. Walsh, Esq.

Name of Person Signing


Signature

8/9/99
Date Signed

**COLLATERAL PATENT,
TRADEMARK, COPYRIGHT AND LICENSE ASSIGNMENT**

THIS COLLATERAL PATENT, TRADEMARK, COPYRIGHT AND LICENSE ASSIGNMENT (this "Assignment") made as of June ~~26~~ 1999, by **RIVA SPORTS LLC**, a Maryland limited liability company (the "Assignor"), with a mailing address at 5409 Moorland Lane, Bethesda, Maryland 20814, to **IKA/RIVA**, a Delaware limited liability corporation (the "Assignee").

WITNESSETH:

WHEREAS, in connection with and as a condition precedent to Assignee's closing under that certain Limited Liability Company Unit Purchase Agreement (the Purchase Agreement), Assignor has entered into that certain Security Agreement dated as of even date herewith (the "Security Agreement") with Assignee; and

WHEREAS, it is a condition to the effectiveness of the Security Agreement and any extensions of credit to or for the benefit of the Assignor thereunder that, among other things, Assignor execute and deliver to Assignee this Assignment;

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor agrees as follows:

1. **Incorporation of the Security Agreement**. The Security Agreement and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto. Terms used herein that are not defined herein but are defined in the Security Agreement shall have the meanings ascribed to them therein.

2. **Collateral Assignment of Patents, Trademarks, Copyrights and Licenses**. To secure the complete and timely satisfaction of all of the obligations of Assignor to Assignee under the Security Agreement, the Bridge Note issued pursuant thereto and all other documents, instruments and agreements delivered by Assignor in connection therewith (collectively, the "Obligations"), the Assignor hereby mortgages, pledges and assigns to Assignee, as and by way of a mortgage and security interest having priority over all other security interests, with power of sale upon the occurrence of an Event of Default, and grants Assignee a security interest in, all of Assignor's right, title and interest in and to all of the following, whether now existing or hereafter arising:

(i) patents and patent applications, including, without limitation, the inventions and improvements described and claimed therein, and those patents and patent applications listed on Schedule 1 attached hereto and made a part hereof, and (a) the reissues, divisions, continuations, renewals, extensions and continuations-in-part thereof, (b) all income, royalties, damages and payments now and hereafter due and/or payable under and with respect thereto, including,

without limitation, damages and payments for past or future infringements thereof, (c) the right to sue for past, present and future infringements thereof, and (d) all rights corresponding thereto throughout the world (all of the foregoing patents and applications, together with the items described in clauses (a) through (d), inclusive, in which Assignor now or hereafter has any right, title or interest are sometimes hereinafter individually and/or collectively referred to as the "Patents");

(ii) all service marks, trademarks, trademark or service mark registrations, trademark or service mark applications, trade names, copyrights, copyright registrations and copyright applications including, without limitation, the trademarks, service marks, copyrights and applications listed on Schedule 1 attached hereto and made a part hereof, and (a) renewals thereof, (b) all income, royalties, damages and payments now and hereafter due and/or payable with respect thereto, including, without limitation, damages and payments for past or future infringements thereof, (c) the right to sue for past, present and future infringements thereof, and (d) all rights corresponding thereto throughout the world (all of the foregoing service marks, trademarks, registrations, applications and trade names, together with the items described in clauses (a) through (d), inclusive, with respect thereto in which Assignor now or hereafter has any right, title or interest are sometimes hereinafter individually and/or collectively referred to as the "Marks" and all of the foregoing copyrights, copyright registrations and copyright applications, together with the items described in clauses (a) through (d), inclusive, in which Assignor now or hereafter has any right, title or interest are sometimes hereinafter individually and/or collectively referred to as the "Copyrights");

(iii) all Assignor's rights and obligations pursuant to its license agreements with any other Person or Persons with respect to any Patents, Marks and Copyrights, whether Assignor is a licensor or licensee under any such license agreements, including, without limitation, the licenses listed on Schedule 1 attached hereto and made a part hereof, and, subject to the terms of such licenses, the right to prepare for sale, sell and advertise for sale, all Inventory now or hereafter owned by the Assignor and now or hereafter covered by such licenses (all of the foregoing is hereinafter referred to collectively as the "Licenses"); and

(iv) the goodwill of Assignor's business connected with and symbolized by the Marks;

provided, however, that there shall be excluded from the foregoing collateral assignment and grant of a security interest any of the existing Licenses to which Assignor is a licensee (and any Patents, Marks and Copyrights currently licensed by others to Assignor pursuant to such Licenses) in each case to the extent (but only to the extent) that the applicable License lawfully prohibits such collateral assignment or grant of a security interest; provided further, however, that, upon Assignee's request, Assignor will use its

best efforts to obtain any consent needed to subject any such property to this collateral assignment and grant of a security interest.

3. **Restrictions on Future Agreements.** Assignor agrees and covenants that until the Obligations shall have been satisfied in full and the Security Agreement shall have been terminated, Assignor will not, without Assignee's prior written consent (not to be unreasonably withheld), take any action or enter into any agreement, including, without limitation entering into any license agreement, which is inconsistent with Assignor's obligations under this Assignment, and Assignor further agrees and covenants that without Assignee's prior written consent (not to be unreasonably withheld) it will not take any action, or permit any action to be taken by others subject to its control, including its licensees, or fail to take any action which would affect the validity or enforcement or nature of the rights transferred to Assignee under this Assignment. Assignor agrees and covenants not to sell or assign its interest in, or grant any license under, the Patents, Marks, Copyrights or Licenses, without receiving the prior written consent of Assignee thereto (which consent is not to be unreasonably withheld). Nothing in this Section 3 shall preclude Assignor from granting licenses in the ordinary course of its business in connection with the sale of goods to customers.

4. **Certain Covenants, Representations and Warranties of Assignor.** The representations and warranties made by Assignor in the Purchase Agreement and Security Agreement are incorporated herein by this reference. In addition, Assignor covenants, represents and warrants: (i) the Patents, Marks and Copyrights and Licenses listed on Schedules 1, constitute all such items in which Assignor has any right, title or interest; (ii) Assignor has the unqualified right to enter into this Agreement and perform its terms; (iii) Assignor will continue to use proper statutory notice in connection with its use of the Patents, Marks and Copyrights; and (iv) Assignor will use standards of quality in its manufacture of products sold under the Marks consistent with those currently employed by it.

5. **New Patents, Marks, Copyrights and Licenses.** If, before the Obligations shall have been satisfied in full and the Security Agreement shall have been terminated, Assignor shall (i) obtain rights to any new patentable inventions, trademarks, service marks, trademark or service mark registrations, copyrights, copyright registrations, trade names or licenses, or (ii) become entitled to the benefit of any patent, trademark or service mark application, trademark, service mark, trademark or service mark registration, copyrights, copyright registrations, license or license renewal, or patent for any reissue, division, continuation, renewal, extension, or continuation-in-part of any Patent or any improvement on any Patent, the provisions of Section 2 above shall automatically apply thereto and Assignor shall give to Assignee prompt written notice thereof. Assignor hereby authorizes Assignee to modify this Assignment by noting any future acquired Patents, Marks, Copyrights on Schedule 1; provided, however, that the failure of Assignee to make any such notation shall not limit or affect the obligations of Assignor or rights of Assignee hereunder.

6. **Royalties; Terms.** Assignor hereby agrees that the use by Assignee of all Patents, Marks, Copyrights and Licenses as described above shall be worldwide (or in the case of the Patents, Marks and Copyrights licensed to Assignor such smaller geographic location if any is specified for Assignor's use in the applicable License) and without any liability for royalties or other related charges from Assignee to Assignor. The term of the assignments granted herein shall extend until the earlier of (i) the expiration of each of the respective Patents, Marks, Copyrights and Licenses assigned hereunder, or (ii) satisfaction in full of the Obligations and termination of the Security Agreement.

7. **Grant of License to the Assignor.** Unless and until a Default shall have occurred and notice given as provided in the following sentence, Assignee hereby grants to Assignor (but only to the extent the same was lawfully granted to Assignee by Assignor pursuant to this Agreement) the royalty-free, exclusive, nontransferable right and license for Assignor's own benefit and account and no other to use the Marks and all materials covered by the Copyrights, to exercise Assignee's rights under the Licenses, and to make, have made, use and sell products conforming to the inventions disclosed and claimed in the Patents for Assignor's own benefit and account and for none other. Assignor agrees not to sell or assign its interest in, or grant any sublicense under, the license granted to Assignor in this Section 7 without the prior written consent of Assignee (not to be unreasonably withheld). From and after the occurrence of an Event of Default, Assignee shall have the right to terminate Assignor's license with respect to the Patents, Marks, Copyrights and Licenses as set forth in this Section 7 upon written notice to Assignor.

8. **Termination of the Assignor's Security Interest.** This Assignment is made for collateral purposes only. Upon satisfaction in full of the Obligations and termination of the Security Agreement, subject to any disposition thereof which may have been made by Assignee pursuant hereto or pursuant to any of the other Loan Documents, title to the Patents, Marks, Copyrights and Licenses shall automatically revert to Assignor. Assignee shall, at Assignor's expense, execute and deliver to Assignor all termination statements and other instruments as may be necessary or proper to terminate Assignee's security interest in, and to revert in Assignor all right, title and interest in and to, the Patents, Marks, Copyrights, and Licenses transferred to Assignee pursuant to this Assignment, subject to any disposition thereof which may have been made by Assignee pursuant hereto or pursuant to any of the other Loan Documents. Any such termination statements and instruments shall be without recourse upon or warranty by Assignee.

8. **Duties of the Assignor.** Assignor shall have the duty (i) to prosecute diligently any patent application of the Patents, any application respecting the Marks, and any copyright application of the Copyrights pending as of the date hereof or thereafter, (ii) to make application on unpatented but patentable inventions and on registerable but unregistered trademarks, service marks and copyrights, and (iii) to preserve, maintain and enforce against infringement all rights in patent applications and patents constituting the Patents, in trademark or service mark applications, trademarks, service marks, and trademark or service mark registrations constituting the Marks, and in copyright

applications, copyrights and copyright registrations constituting the Copyrights. Any expenses incurred in connection with the foregoing shall be borne by Assignor. Assignor shall not abandon any pending patent application, trademark application, copyright application, service mark application, patent, trademark, service mark or copyright without the written consent of Assignee.

9. **Assignee's Right to Sue.** From and after the occurrence of an Event of Default, Assignee shall have the right, but shall in no way be obligated, to bring suit in its own name to enforce the Patents, the Marks, the Copyrights and the Licenses, and any licenses thereunder, and, if Assignee shall commence any such suit, Assignor shall, at the request of Assignee, do any and all lawful acts and execute any and all proper documents required by Assignee in aid of such enforcement, and Assignor shall promptly, upon demand, reimburse and indemnify Assignee for all costs and expenses incurred by Assignee in the exercise of its rights under this Section 11.

11. **Waivers.** No course of dealing between Assignor and Assignee, nor any failure to exercise, nor any delay in exercising, on the part of Assignee, any right, power or privilege hereunder shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power or privilege hereunder or thereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

12. **Severability.** The provisions of this Assignment are severable, and if any clause or provision shall be held invalid and unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part thereof, in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision of this Assignment in any jurisdiction.

13. **Modification.** This Assignment cannot be altered, amended or modified in any way, except as specifically provided in Section 5 hereof or by a writing signed by the parties hereto.

14. **Further Assurances.** Assignor shall execute and deliver to Assignee, at any time or times hereafter at the request of Assignee, all papers (including, without limitation, any as may be deemed desirable by Assignee for filing or recording with any Patent and Trademark Office, and any successor thereto) and take all such actions (including, without limitation, paying the cost of filing or recording any of the foregoing in all public offices reasonably deemed desirable by Assignee), as Assignee may request, to evidence Assignee's interest in the Patents, Marks, Copyrights and Licenses and the goodwill associated therewith and enforce Assignee's rights under this Assignment.

15. **Cumulative Remedies; Power of Attorney; Effect on Loan Documents.** All of Assignee's rights and remedies with respect to the Patents, Marks, Copyrights and Licenses, whether established hereby, by any of the Loan Documents or otherwise, or by any other agreements or by law shall be cumulative and may be exercised singularly or concurrently. Assignor hereby constitutes and appoints Assignee

as Assignor's true and lawful attorney-in-fact, with full power of substitution in the premises, with power at any time after the occurrence of an Event of Default, to (i) endorse Assignor's name on all applications, documents, papers and instruments determined by Assignee in its sole discretion as necessary or desirable for Assignee in the use of the Patents, Marks, Copyrights and Licenses, (ii) take any other actions with respect to the Patents, Marks, Copyrights and Licenses as Assignee deems in Good Faith to be in the best interest of Assignee, (iii) grant or issue any exclusive or non-exclusive license under the Patents, Marks or Copyrights to any Person, or (iv) assign, pledge, convey or otherwise transfer title in or dispose of the Patents, Marks, Copyrights or Licenses to any Person. Assignor hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. This power of attorney shall be irrevocable until the Obligations shall have been satisfied in full and the Security Agreement shall have been terminated. Assignor acknowledges and agrees that this Assignment is not intended to limit or restrict in any way the rights and remedies of Assignee under the Security Agreement or any of the Loan Documents but rather is intended to facilitate the exercise of such rights and remedies. Assignee shall have, in addition to all other rights and remedies given it by the terms of this Assignment, all rights and remedies allowed by law and the rights and remedies of a secured party under the Uniform Commercial Code as enacted in any jurisdiction in which the Patents, Marks, Copyrights or Licenses may be enforced. Assignor hereby releases the Assignee from any and all claims, causes of action and demands at any time arising out of or with respect to any actions taken or omitted to be taken by the Assignee under the powers of attorney granted herein.

16. **Binding Effect; Benefits.** This Assignment shall be binding upon the Assignor and its respective successors and assigns and shall inure to the benefit of Assignee and its respective successors, assigns and nominees.

17. **Governing Law.** This Assignment shall be deemed to have been executed and delivered in Bethesda, Maryland, and shall be governed by and construed in accordance with the internal laws (as opposed to conflicts of law provisions) of Maryland.

WITNESS the due execution hereof as of the date first above written.

RIVA SPORTS LLC

By: Riva Sports, Inc., Manager

By: 

Name: Andrew Fireman

Title: President

ACCEPTANCE

The undersigned, IKA/RIVA, LLC, as aforesaid, accepts the foregoing Collateral Patent, Trademark, Copyright and License Assignment as of the 27th day of June, 1999 in Bethesda, Maryland.

IKA/RIVA, LLC

By: Arlene Kaufman
Name: Arlene Kaufman
Title: Managing Member

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County of Montgomery

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) SS.

State of Maryland

)

I, the undersigned, a Notary Public in and for said jurisdiction aforementioned do hereby certify that Andrew Fireman personally known to me to be the President of Riva Sports, Inc., Manager of Riva Sports LLC, a Maryland limited liability company, and personally known to me to be the same person whose name is subscribed to the foregoing Collateral Patent, Trademark, Copyright and License Assignment, appeared before me this day and acknowledged that he signed and delivered said assignment as President of Riva Sports, Inc., Manager of the Assignor, pursuant to authority given under the Operating Agreement of Assignor, as his free and voluntary act and as the free and voluntary act and deed of said company, for the uses and purposes therein set forth.

GIVEN under my hand and official seal as of the 28th day of June, 1999.

(NOTARIAL SEAL)



Notary Public

My Commission Expires: 11/01/99

SCHEDULE 1

RIVA INTELLECTUAL PROPERTY

1. PATENT RIGHTS

For: Ice Ray Sled
Serial No: 29/083,041

For: Snow Link Sled
Serial No: 29/083,042

For: Toddler Taxi Sled
Serial No: 29/083,043

For: Snow Saucer
Serial No: 29/080,926

For: Snow Saucer
Serial No: 29/080,927

2. TRADEMARKS

	Trademark	Serial Number
1.	YO-YO MANIA	75/411398
2.	PLAYHOUSEPLUS	75/395793
3.	YO-MATIC	
4.	SNO-ROCKET	75/427042
5.	SNOW SPINNER	75/338558
6.	ICE-RAY	75/338561
7.	SNOW BUNNY	75/338565
8.	ROLL-UPS	75/338562
9.	SNOW PUPPIES	75/338560
10.	DOUBLE BUBBLE	75/338559
11.	HOT SAUCER	75/338557

	<u>Trademark</u>	<u>Serial Number</u>
12.	SNOWTRAIN	75/338555
13.	SNOWLINKS	75/338556
14.	SNOW GLOW	75/338563
15.	MICROSLED	75/338564
16.	TODDLERTAXI	75/340810
17.	SNOWPRINTS	75/340819
18.	SNOWSWIRL	75/340821
19.	SPACESAUCER	75/340820
20.	TURBOSAUCER	75/340818
21.	BATHTUB BUDDIES	75/411371
22.	RIVA SPORTS & DESIGN	75/328327
23.	SUBTOSS	75/350527
24.	POOL PETS	75/350525
25.	WATER BEANIES	75/350526
26.	ZIGZAG SPORTS	75/317062
27.	WORLDS' BIGGEST SNOW SAUCER	75/507081
28.	SNOW-HO-HO	75/395978
29.	SNOW BUGSTER	75/395976
30.	SNOW-YO	75/395977
31.	YO-YO-MANIA	75/413927
32.	BATHTIME BUDDIES	75/412458
33.	SNO-MISSILE	75/461143
34.	BLIZZARD BLASTER	75/461144
35.	SNOW-RAY	75/464329

	<u>Trademark</u>	<u>Serial Number</u>
36.	ICE-RUNNER	75/465875
37.	SIT 'N SKI	75/465878
38.	SKI BOB	75/465877
39.	AMERICAN FLYER	75/465876
40.	RIVA SPORTS	75/323876

3. TANGIBLE PROPERTY

All tangible materials comprising and/or relating to the Intangible Property, including blueprints, design drawings, schematics, manufacturing specifications, and other materials.