09-01-1999

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

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

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RECORDATION FORM COVER SHEET
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TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

Submission Type 8-26-99

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

Conveyance Type

- [XX] Assignment
- [ ] License
- [ ] Security Agreement
- [ ] Nunc Pro Tunc Assignment
- [ ] Merger
- [ ] Change of Name
- [ ] Other

Effective Date Month Day Year: 12-19-97

Conveying Party [ ] Mark if additional names of conveying parties attached

Name: National Spirit Group, Ltd.

Execution Date Month Day Year: 12-19-97

Formerly:

[ ] Individual [ ] General Partnership [XX] Limited Partnership [ ] Corporation [ ] Association

[ ] Other

[ ] Citizenship/State of Incorporation/Organization: Texas

Receiving Party [ ] Mark if additional names of receiving parties attached

Name: NSG Corporation

DBA/AKA/TA:

Composed of:

Address (line 1): 200 Merritt Drive

Address (line 2):

Address (line 3): Garland (City) Texas (State/Country) 75041 (Zip Code)

[ ] Individual [ ] General Partnership [ ] Limited Partnership

[XX] Corporation [ ] Association

[ ] Other

[ ] Citizenship/State of Incorporation/Organization: Delaware

[ ] If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. *(Designation must be a separate document from Assignment.)*

09/01/1999 MTHAI1 00000023 7517319

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465E

01 FC:481 40.00 OP
02 FC:482 425.00 OP

Public burden reporting for this collection of information is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C. 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0651-0027), Washington, D.C. 20503. See OMB Information Collection Budget Package 0651-0027, Patent and Trademark Assignment Practice. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS.

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

Domestic Representative Name and Address

Enter for the first Receiving Party only.

Name: John C. Carey

Address (line 1): Feldman, Gale & Weber, P.A.

Address (line 2): Miami Center, 19th Floor

Address (line 3): 201 South Biscayne Boulevard

Address (line 4): Miami, Florida 33131-4332

Correspondent Name and Address

Area Code and Telephone Number: (305) 358-5001

Name: John C. Carey

Address (line 1): Feldman, Gale & Weber, P.A.

Address (line 2): Miami Center, 19th Floor

Address (line 3): 201 South Biscayne Boulevard

Address (line 4): Miami, Florida 33131-4332

Pages

Enter the total number of pages of the attached conveyance document including any attachments. # 8

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

XX 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 147319			1782501	1395849	2038322
74 521965			2056750	1341584	1081129
74 213833			911544	1654382	1132169

Number of Properties

Enter the total number of properties involved. # 18

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41): $ 465.00

Method of Payment: Enclosed [X] Deposit Account [ ]

Deposit Account
(Enter for payment by deposit account or if additional fees can be charged to the account.)
Deposit Account Number: #

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.

John C. Carey	John Carey	August 19, 1999
Name of Person Signing	Signature	Date Signed

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

RECORDATION FORM COVER SHEET
CONTINUATION
TRADEMARKS ONLY

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

Conveying Party
Enter Additional Conveying Party

☐ Mark if additional names of conveying parties attached

Execution Date
Month Day Year

Name

Formerly

☐ Individual ☐ General Partnership ☐ Limited Partnership ☐ Corporation ☐ Association

☐ Other

☐ Citizenship State of Incorporation/Organization

Receiving Party
Enter Additional Receiving Party

☐ Mark if additional names of receiving parties attached

Name

DBA/AKA/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)

City State/Country Zip Code

☐ Individual ☐ General Partnership ☐ Limited Partnership

☐ Corporation ☐ Association

☐ Other

☐ Citizenship/State of Incorporation/Organization

☐ If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached *(Designation must be a separate document from the Assignment.)*

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)		
			2036638		
			1995465		
			1606338		
			1127671		
			1127670		
			2018501		

TRADEMARK ASSIGNMENT

This **TRADEMARK ASSIGNMENT** (the **"Agreement"**) is made as of December 19, 1997, by and among National Spirit Group, Ltd., a Texas limited partnership (**"Seller"**), and NSG Corporation, a Delaware corporation (**"Purchaser"**).

RECITALS:

A. Seller and Purchaser have entered into an Asset Purchase and Sale Agreement dated as of November 26, 1997, as amended (as amended, the **"Asset Purchase Agreement"**).

B. Pursuant to the Asset Purchase Agreement, Seller has agreed to sell to Purchaser the Property (as defined in the Asset Purchase Agreement), which include all trademarks of the Seller, including without limitation those contained on attached Exhibit A (the **"Trademarks"**).

AGREEMENT:

In consideration of the premises and of the agreements contained herein and in the Asset Purchase Agreement and for other good and valuable consideration, the receipt and sufficiency of which are hereby expressly acknowledged, and pursuant to the terms of the Asset Purchase Agreement, the parties hereto agree as follows:

1. **Assignment**. Seller, for itself and its successors and assigns forever, hereby assigns, transfers and conveys to Purchaser all of its right, title and interest in and to the Trademarks, in the United States and elsewhere, including the right to sue for past infringement, together with the goodwill of the business symbolized by the Trademarks and all registrations and pending applications for the Trademarks. Upon the execution of this Agreement, Seller shall cease all use of the Trademarks and shall not use any marks similar to any of the Trademarks.

2. **Additional Rights and Obligations**. Seller and Purchaser hereby agree and acknowledge that this Agreement is being entered into pursuant to and subject to the terms and conditions set forth in the Asset Purchase Agreement and that additional rights and obligations of the parties are expressly provided for therein, and that the execution and delivery of this Agreement shall not impair or diminish any of the rights or obligations of any of the parties to the Asset Purchase Agreement as set forth therein.

3. **Reasonable Efforts; Cooperation**. The parties shall use their reasonable efforts to take, or cause to be taken, all actions and to do, or cause to be done, all things reasonably necessary, proper or advisable to consummate and make effective as promptly as practicable the provisions contained herein and to cooperate

with each other in connection with the foregoing.

4. **Further Assurances**. The parties agree to take such further actions and execute and deliver such other documents, certificates, agreements and other instruments as may be necessary or desirable in order to consummate or implement this Agreement.

5. **Binding Effect**. This Agreement, and all the terms and provisions hereof, shall be binding upon and shall inure to the benefit of Seller and Purchaser, and their respective successors and permitted assigns.

*****

TRADEMARK
REEL: 001951 FRAME: 0829

This Agreement has been executed as of the date first written above.

PURCHASER

NSG CORPORATION

By: _____
V. Edward Easterling, Jr.
President

SELLER

NATIONAL SPIRT GROUP, LTD.

By: NATIONAL CHEER CORP., general partner

By: _____
Randy Best
President

TRADEMARK
REEL: 001951 FRAME: 0830

EXHIBIT A

Trademark Registrations and Applications							
Title	Territory	Class	Serial No.	Filing Date	Reg. No.	Reg. Date	Status
1. BLEACHER MANIA	U.S.	9, 41	74/314,236	09/16/92	1,782,501	07/20/93	REGISTERED
2. CD (DESIGN)	U.S.	18, 25	75/147,319	08/08/96	N/A	N/A	ABANDONED
3. CHEERLEADER & DANZTEAM	U.S.	25	74/721,083	08/25/95	2,056,750	04/29/97	REGISTERED
4. CHEERLEADER SUPPLY CO. INC. (DESIGN)	JAPAN	24	62359/1983	07/05/83	N/A	N/A	ABANDONED
5. CHEERLEADER	U.S.	28	72/307,310	09/13/68	911,544	04/27/71	REGISTERED (Supplemental Registration) (Renewed)
6. CHEEROBICS	JAPAN	17	106928/1985	10/24/85	1995376	10/27/87	NOT RENEWED
7. CHEEROBICS	JAPAN	22	106929/1985	10/24/85	2043905	04/26/88	REGISTERED
8. CHEEROBICS	JAPAN	26	106930/1985	10/24/85	1995377	10/27/87	NOT RENEWED
9. CHEEROBICS	KOREA	27	17623/85	10/21/85	136542	01/09/87	CANCELED
10. CHEEROBICS	KOREA	45	17624/85	10/21/85	133407	11/10/86	CANCELED
11. CHEEROBICS	KOREA	52	17625/85	10/21/85	131095	09/23/86	CANCELED

Title	Territory	Class	Serial No.	Filing Date	Reg. No.	Reg. Date	Status
12. CHEEROBICS	TAIWAN	101	74/53644	12/20/85	336533	08/16/86	CANCELED
13. CHEEROBICS	TAIWAN	44	74/53642	12/20/85	332202	07/16/86	CANCELED
14. CHEEROBICS	TAIWAN	49	74/53643	12/20/85	327802	06/01/86	CANCELED
15. CHEEROBICS	U.S.	25	73/561,661	10/04/85	1,395,849	06/03/86	REGISTERED (Section 8 And 15 Accepted)
16. CHEEROBICS	U.S.	41	73/511,931	12/04/84	1,341,584	06/11/85	REGISTERED (Section 8 And 15 Accepted)
17. DANZTEAM & DESIGN	U.S.	25	74/073,439	06/28/90	1,654,382	08/20/91	REGISTERED
18. FLY-AWAY	U.S.	25	74/721,085	08/25/95	2,038,322	02/18/97	REGISTERED
19. LADY SPORT	U.S.	25	73/104,074	10/20/76	1,081,129	01/03/78	CANCELED
20. MISS PENNSYLVANIA DRILL TEAM PAGEANT AND COMPETITION	PENN-SYLVANIA	41	N/A	N/A	N/A	04/12/76	CANCELED

Title	Territory	Class	Serial No.	Filing Date	Reg. No.	Reg. Date	Status
21. MISS ILLINOIS DRILLTEAM PAGEANT AND COMPETITION	ILLINOIS	41	N/A	N/A	44701	04/13/86	CANCELED
22. MISS TEXAS DRILL TEAM PAGEANT	TEXAS	N/A	N/A	N/A	32387	12/08/75	CANCELED
23. NATIONAL CHEERLEADERS ASSOCIATION (DESIGN)	JAPAN	22	60268/1984	06/11/84	2019661	01/26/88	REGISTERED
24. NATIONAL CHEERLEADERS ASSOCIATION (DESIGN)	JAPAN	26	14797/1983	02/21/83	1806333	09/23/85	CANCELED
25. NATIONAL CHEERLEADERS ASSOCIATION (DESIGN)	JAPAN	25	60270/1984	06/11/84	N/A	N/A	ABANDONED
26. NATIONAL CHEERLEADERS ASSOCIATION (DESIGN)	JAPAN	29	60271/1984	06/11/84	N/A	N/A	ABANDONED

Title	Territory	Class	Serial No.	Filing Date	Reg. No.	Reg. Date	Status
27. NATIONAL CHEERLEADERS ASSOCIATION (DESIGN)	JAPAN	24	60269/1984	06/11/84	2452732	09/30/92	REGISTERED
28. NATIONAL CHEERLEADERS ASSOCIATION (DESIGN)	JAPAN	17	39701/1984	04/19/84	2702303	01/31/95	REGISTERED
29. NATIONAL CHEERLEADERS ASSOCIATION (DESIGN)	JAPAN	21	57221/1983	06/20/83	N/A	N/A	ABANDONED
30. NATIONAL CHEERLEADERS ASSOCIATION & DESIGN	U.S.	16, 41	73/103,803	10/20/76	1,132,169	04/01/80	REGISTERED (Section 8 And 15 Accepted)
31. NCA	JAPAN	21	57222/1983	06/20/83	N/A	N/A	ABANDONED
32. NCA	U.S.	16, 41	74/721,084	08/25/95	2,036,638	02/11/97	REGISTERED
33. NCA SUPERCENTER	U.S.	41, 42	74/521,965	05/06/94	N/A	N/A	ABANDONED
34. SPIRIT STICK	U.S.	20	74/720,988	08/25/95	1,995,465	08/20/96	REGISTERED

Title	Territory	Class	Serial No.	Filing Date	Reg. No.	Reg. Date	Status
35. SPIRITLEADERS	U.S.	14, 18, 25, 42	73/812,644	07/13/89	1,606,338	07/17/90	REGISTERED (Partial Section 8 Accepted)
36. SPIRITLEADERS	U.S.	16	74/213,833	10/16/91	N/A	N/A	ABANDONED
37. SUPERSTAR DRILL TEAM CAMP	U.S.	41	73/150,968	12/05/77	1,127,671	12/11/79	REGISTERED (Section 8 And 15 Accepted)
38. SUPERSTAR SPIRIT CAMPS	U.S.	41	73/150,844	12/05/77	1,127,670	12/11/79	REGISTERED (Section 8 And 15 Accepted)
39. THE ORIGINAL CHEERLEADER SUPPLY COMPANY SINCE 1948	U.S.	42	74/720,386	08/25/95	2,018,501	11/19/96	REGISTERED (Supplemental Register)