

10-25-1999

FORM PTO-1594

R

U.S. DEPARTMENT OF COMMERCE

1-31-92

101181961

Patent and Trademark Office

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

1. Name of conveying Party(ies):

NITRO LEISURE PRODUCTS, INC.

- Individual(s)
- General Partnership
- Corporation-State DELAWARE
- Other _____

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

3. Nature of conveyance:

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

Effective Date: May 15, 1998

2. Name and Address of receiving Party(ies):

Name: LAS DAWIC, INC.

Internal Address: _____

Street Address: 611 Magic Mile Street

City: Arlington State: TX Zip: 76011

- Individual(s) citizenship _____
- Association _____
- General Partnership _____
- Limited Partnership _____
- Corporation-State TEXAS
- 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)

75/047,382
75/026,694

B. Trademark Registration No.(s)

1,722,170 2,026,089
1,987,605

Additional sheet attached? Yes No

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

Jacobson, Price, Holman & Stern
400 7th Street, N.W.
Washington, DC 20004
Tel. 202-638-6666

Attorney Docket No. 11681/T26475,6,7,8,9US0

6. Total number of applications and registrations involved: 5

7. Total fee (37 CFR 3.41)..... \$ 140.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit Account No.: **06-1358**

(Attach duplicate copy of this page if paying by deposit account):

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.

Simor L. Moskowitz
Name of Person Signing


Signature

October 19, 1999
Date

Total number of pages comprising cover sheet: 5

JPH&S 341-8/92

10/22/1999 MTHAI1 00000141 75047382

01 FC:481
02 FC:482

40.00 DP
100.00 DP

TRADEMARK
REEL: 001978 FRAME: 0523

CONFIRMATORY ASSIGNMENT OF TRADEMARKS AND SERVICE MARKS

THIS ASSIGNMENT OF TRADEMARKS and SERVICE MARKS is made as of 15th day of May, 1998, by and between Las Dawic, Inc., a Texas corporation (the "Buyer"), having a principal place of business at 611 Magic Mile Street, Suite 205, Arlington, Texas 76011, and Nitro Leisure Products, Inc., a Delaware corporation, having a principal place of business at 9001 Airport Freeway, Suite 725, North Richland Hills, Texas 76180 (the "Company").

WHEREAS, the Company and the Buyer are parties to a certain Asset Acquisition Agreement dated as of May 15, 1998 (the "Acquisition Agreement"), under the terms of which the Company agreed to sell and transfer, and the Buyer agreed to purchase the Purchased Assets (as such term is defined in the Acquisition Agreement); and

WHEREAS, the Company has registered and/or applied to register the trademarks and service marks listed on the Schedule of Intellectual Property hereto (the "Trademarks" and the "Service Marks"), which Trademarks and Service Marks constitute part of the Purchased Assets; and

WHEREAS, pursuant to the Acquisition Agreement, the Buyer desires to obtain all of the Company's right, title and interest in, to and under such Trademarks and Service Marks, including the goodwill of the Company's business symbolized by such Trademarks and Service Marks; and

WHEREAS, on or about May 15, 1998, Nitro Leisure Products, Inc. did assign the said enumerated trademarks to Las Dawic, Inc., but Las Dawic, Inc. now requires an originally executed Assignment in a form recordable in the U.S. Patent and Trademark Office.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the Company, the Company hereby sells, conveys, assigns, transfers and delivers to the Buyer, its successors and assigns, nunc pro tunc as of May 15, 1998, all of the Company's right, title and interest in, to and under the Trademarks and Service Marks listed on the Schedule of Intellectual Property hereto, together with the goodwill of the Company's business symbolized by the Trademarks and Service Marks, all applications, registrations and recordings in the United States Patent and Trademark Office (or, in the case of state registrations or recordings, in the equivalent state trademark filing office), and all reissues,

extensions or renewals thereof, and together with the right to sue and recover damages for future infringements thereof and to stand in the place of the Company in all matters related thereto.

IN WITNESS WHEREOF, the parties hereto have caused this Assignment of Trademarks and Service Marks to be executed as of the day and year first written above.

LAS DAWIC, INC.

[Handwritten signature]

Marc W. Gunderson
President

STATE OF TEXAS)
) ss.
COUNTY OF Tarrant)

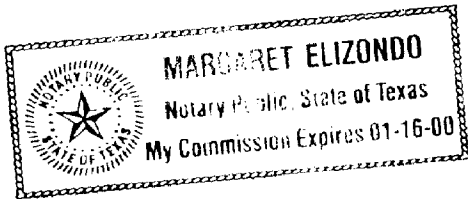
Subscribed to and sworn before me on this 7th day of October, 1999.

[SEAL]

Margaret Elizondo

Notary Public

My Commission Expires: 01-16-00



NITRO LEISURE PRODUCTS, INC.

Amin C. Khoury

Amin C. Khoury
Vice President

STATE OF FLORIDA)
) ss.
COUNTY OF St. Lucie)

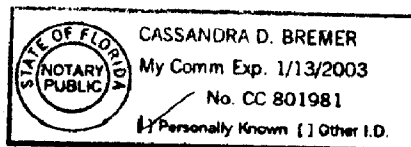
Subscribed to and sworn before me on this 22nd day of Sept, 1999.

[SEAL]

Cassandra D. Bremer

Notary Public

My Commission Expires:



SCHEDULE OF INTELLECTUAL PROPERTY

UNITED STATES TRADEMARK REGISTRATIONS AND APPLICATIONS

REG/APPLN. NO.	ISSUED/FILED	MARK
1,722,170	10/6/92	ALIEN SPORT
1,987,605	7/16/96	HYDRO-TOUCH
2,026,089	12/24/96	ALIEN SPORT & DESIGN
SN 75/047,382	1/23/96	MISCELLANEOUS DESIGN (ALIEN I WEDGE)
SN 75/026,694	12/1/95	ALIEN TUTCH

FOREIGN TRADEMARK REGISTRATIONS AND APPLICATIONS

COUNTRY	REG/APPLN. NO.	ISSUED/FILED	MARK
GERMANY	RN 2,051,911	12/14/93	ALIEN SPORT
U.K.	RN 1,504,485	1/21/92	ALIEN SPORT
EUROPEAN	SN 316,695	7/2/96	ALIEN SPORT (FIG)
EUROPEAN	SN 280,842	5/29/96	ALIEN TUTCH
SWEDEN	RN 246,591	2/12/93	ALIEN SPORT
CANADA	SN 809,550	4/11/96	ALIEN TUTCH
CANADA	RN 438,287	1/27/95	ALIEN SPORT
AUSTRALIA	RN 580,976	12/1/95	ALIEN SPORT
AUSTRALIA	RN 705,868	5/29/97	ALIEN TUTCH
SOUTH AFRICA	RN 92/5335	6/26/92	ALIEN SPORT
SOUTH AFRICA	SN 96/06843	5/22/96	ALIEN TUTCH
TAIWAN	RN 768981	7/16/97	ALIEN TUTCH
TAIWAN	RN 768963	7/16/97	ALIEN SPORT

CHINA	RN 1093739	9/07/97	ALIEN TUTCH
CHINA	SN 960062155	5/24/96	ALIEN SPORT
JAPAN	RN 4,014,725	6/20/97	ALIEN SPORT
JAPAN	SN 56210/1996	5/22/96	ALIEN TUTCH

UNREGISTERED TRADEMARKS

The following trademarks may have been used, but not registered, by Nitro Leisure Products, Inc.'s predecessor in interest and title, Alien Sport, Inc., and may be assigned AS IS, without warranty or representation, together with whatever goodwill may be associated therewith and pertain thereto.

ALIEN
ALIEN ULTIMATE WEDGE
ALIEN 2 WEDGE
ALIEN 2 PRO SERIES 1
ALIEN CHIPPER
HYDRO-POWER SHAFT
ALIEN TUTCH CHAMBER
ALIEN TUTCH
TUTCH CHAMBER
TUTCH
TUTCH PUTTER
ALIEN TUTCH Mallet
TUTCH Mallet
ATX PRECISION SHAFT
PLAY 90 AND DESIGN

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