

MD 12.23.99



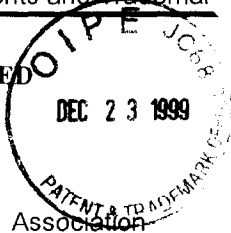
101236963

Documents or copy thereof.

To the Honorable Commissioner of Patents and Trademark

1. Name of conveying party(ies):

EUCLID LOGISTICS INCORPORATED



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

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

3. Nature of conveyance:

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

Execution Date: 22 December 1999

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

Name: MAMMOTH SPORTS GROUP, INC.

Internal Address: _____

Street Address: 8005 Rappahannock Avenue

City: Jessup State: MD ZIP: 20794

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

SEE
ATTACHED
EXHIBIT A

B. Trademark Registration No.(s)

SEE
ATTACHED
EXHIBIT A

Additional numbers Yes No

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

Name: John L. Welsh

Internal Address: AQUILINO, WELSH & FLAXMAN

Street Address: 2341 Jefferson Davis Highway, Suite 112

City: Arlinton State: VA ZIP: 22202

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

19

7. Total fee (37 CFR 3.41):.....\$ \$490.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

01/04/2000 DNGUYEN 00000034 1632458

DO NOT USE THIS SPACE

01 FC:481
02 FC:482

40.00 OP
450.00 OP

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.

John L. Welsh

Name of Person Signing

Signature

12/23/99

Date

Total number of pages including cover sheet, attachments, and

3

TRADEMARK

EXHIBIT A**REGISTERED TRADEMARKS**

<u>Mark</u>	<u>Reg. No.</u>	<u>Issue Date</u>
ACCUTECH	1,632,458	01/22/91
ACCUTECH	1,608,384	07/31/90
ARSENAL	1,605,767	07/10/90
AUSTAD'S	2,104,867	10/14/97
AUSTAD'S	1,546,543	07/04/89
AVALANCHE	2,226,031	02/23/99
CAPTAIN HOOK	1,658,309	09/24/91
CRUSHER	1,390,051	04/15/86
DEVICE (Golfer & Circle)	2,059,181	05/06/97
DEVICE (Golfer in Oval)	1,916,567	09/05/95
EVERSOFT	1,348,062	07/09/85
HILLSIDER	2,221,009	01/26/99
LINKSPORT	1,699,168	07/07/92
LINKSPORT	1,717,139	09/15/92
NUBBLES	1,319,504	02/12/85
SENATOR (Stylized)	1,039,321	05/11/76
TI POWER	2,109,919	10/28/97

PENDING APPLICATIONS

<u>Mark</u>	<u>Serial No.</u>	<u>Filing Date</u>
AFTER 18	75/481109	05/07/98
TROUBLE LIES	75/453593	03/20/98

TRADEMARK ASSIGNMENT

ASSIGNMENT OF TRADEMARKS owned by EUCLID LOGISTICS INCORPORATED, an Illinois corporation having its principal place of business at 1025 N. Euclid Avenue, Oak Park, IL 60302 (the "Assignor") in favor of MAMMOTH SPORTS GROUP, INC., a Maryland Corporation, having its principal place of business at 8005 Rappahannock Avenue, Jessup, MD 20794-9417 (the "Assignee").

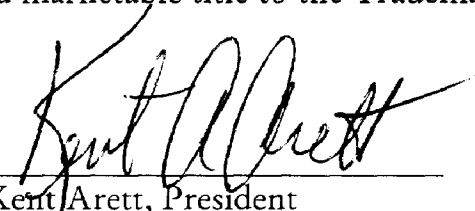
WHEREAS, the Assignor has adopted, is using and is the owner of the trademarks identified on Exhibit A attached hereto (such registered and unregistered trademarks and trade names being herein referred to collectively as "Trademarks"); and

WHEREAS the Assignee desires to acquire Assignor's entire right, title and interest in and to said Trademarks, together with the good will of the business with which said Trademarks are used and which are symbolized by said Trademarks and any and all registrations and renewals thereof along with any and all rights and privileges provided under said Trademarks pursuant to the laws of the United States, the individual states thereof, and foreign countries or otherwise (collectively, the "Trademark Rights").

NOW, THEREFORE, BE IT RESOLVED, that for good and valuable consideration, the receipt of which is hereby acknowledged by the Assignor, the Assignor has sold, assigned, transferred and set over, and hereby does sell, transfer, convey and assign unto the Assignee its entire right, title and interest in and to the Trademark Rights, the right to recover for past infringement of said Trademark Rights, and the good will of the business of the Assignor, in connection with which said Trademark Rights are used and which is symbolized by said Trademark Rights.

Assignor shall, without further consideration, execute any additional documents, bills of sale, assignments, recordation forms, or other instruments of transfer as may be reasonably requested to vest in Assignee clear and marketable title to the Trademark Rights.

Date: 12/22/99

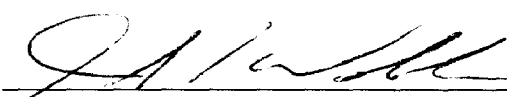


Kent Arett, President
EUCLID LOGISTICS INCORPORATED

State of Virginia

On this 22nd day of December, 1999, before me appeared Kent Arett, the person who signed this instrument, who acknowledged that he/she signed it as a free act on behalf of EUCLID LOGISTICS INCORPORATED.

(Seal)



Notary Public
My Commission Expires December 31, 2000