

1/21/00

03-01-2000

FORM PTO-1594 RECORDATION
6/93

U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

TR



JLY

101277829

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

1. Name of conveying party(ies):
 Sundance Enterprises

Individual(s) Association
 General Partnership Limited Partnership
 Corporation -
 Other a Utah joint venture

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

2. Name and address of receiving party(ies):
 Name: Downhill Development, Inc.
 Internal Address: The Tree Room, North Fork, Provo Cyn.
 Street Address: Rural Route 3
 City: Provo State: Utah ZIP: 84604

Individual(s) citizenship
 Association
 Limited Partnership
 Corporation - State: Utah
 Other:

3. Nature of conveyance:
 Assignment Nunc Pro Tunc Merger
 Security Agreement Change of Name
 Other

Execution Date: December 31, 1992 (Nunc Pro Tunc)

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)

Additional numbers attached? Yes No

B. Trademark Registration No.(s) 1,761,813

5. Name and address of party to whom correspondence concerning document should be mailed:
 Name: Norman Zafman
 Internal Address:
BLAKELY, SOKOLOFF, TAYLOR & ZAFMAN
 Street Address: 12400 Wilshire Boulevard
Seventh Floor
 City: Los Angeles State: CA ZIP: 90025

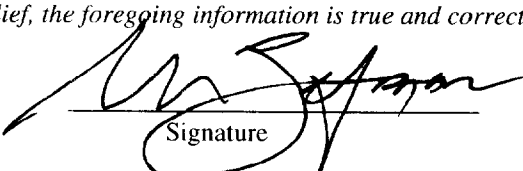
6. Total number of applications and registrations involved: One (1)

7. Total fee (37 CFR 3.41)\$ 40.00
 Enclosed
 Authorized to be charged to deposit account

8. Deposit account number:
02-2666

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.

Norman Zafman  January 20, 2000
 Name of Person Signing Signature Date

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

03/01/2000 TTON11 0000007 1761813
 01 FC:481 40.00 OP

TRADEMARK
REEL: 002027 FRAME: 0687

NUNC PRO TUNC
ASSIGNMENT OF TRADEMARK
AND
THE UNITED STATES REGISTRATION THEREOF

WHEREAS, Sundance Enterprises, a Utah joint venture composed of Sundance Development Corporation and Downhill Development Corporation, having a principal place of business at The Tree Room, North Fork Provo Canyon, Rural Route 3, Provo, Utah 84604 (hereinafter "ASSIGNOR"), is the owner of all rights, title and interests in and to the service mark SUNDANCE and the United States Registration No. 1,761,813 thereof (Class 42) (hereinafter the "Mark" and "Registration", respectively), which registration was granted on March 30, 1993 along with the goodwill of the businesses appurtenant to the Mark; and

WHEREAS, on or about December 31, 1992 (hereinafter the "Effective Date"), by virtue of that certain agreement entitled "Sundance Enterprises Agreement To Liquidate And Dissolve" Downhill Development Corporation, a Utah corporation, having a principal place of business at The Tree Room, North Fork Provo Canyon, Rural Route 3, Provo, Utah 84604 (hereinafter referred to as "ASSIGNEE") acquired from ASSIGNOR, in addition to other assets, the Mark and Registration thereof, and the goodwill associated therewith; and

WHEREAS, ASSIGNEE desires to formalize its acquisition of the entire right, title and interest in and to the Mark and the Registration, and the attendant goodwill symbolized thereby, nunc pro tunc the Effective Date, and further to correctly, fully and completely reflect the proper chain of title in and to the Mark and Registration in the records of the United States Patent and Trademark Office.

NOW, THEREFORE, TO WHOM IT MAY CONCERN, be it known that ASSIGNOR, by these presents, does hereby expressly acknowledge its prior assignment of the Mark and Registration to ASSIGNEE on the Effective Date, and for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, ASSIGNOR does hereby sell, assign and transfer unto ASSIGNEE, its successors, assigns and legal representatives, nunc pro tunc the Effective Date, the full and entire right, title and interest in and to the Mark and Registration identified hereinabove, and the attendant goodwill symbolized thereby, the same to vest in ASSIGNEE nunc pro tunc the Effective Date.

Further, ASSIGNOR hereby agrees that ASSIGNEE shall have the right to record this instrument of assignment with the United States Patent and Trademark Office so as to establish ASSIGNEE as owner of record of the Mark and Registration.

ASSIGNOR further agrees to execute and have executed all other documents of any kind whatsoever, and to provide whatever information may be required to carry out the terms and intent of this Assignment for and at the request of ASSIGNEE and without charge or cost to ASSIGNEE, to enable ASSIGNEE to file with the United States Patent and Trademark Office, and to enable the Patent and Trademark Office to duly record, this instrument of assignment whereby the Mark and Registration are assigned to ASSIGNEE.

ASSIGNOR hereby represents and warrants that, as of the Effective Date, (i) it was the sole owner of the Mark, the Registration thereof and the goodwill associated therewith; (ii) it was not then aware of any third party who had asserted a claim of any ownership right, title and interest in the Mark, or any other rights or interests therein which were adverse to those of ASSIGNOR; and (iii) that it was not a party to any prior agreement, nor had it made any informal commitment or reached any understanding with any other person or legal entity relating to the Mark and/or the Registration which was breached or otherwise violated by the assignment of the Mark and

Registration which this instrument formalizes. In this connection, ASSIGNOR states that it makes no other representations or warranties, expressed or implied, except as specifically set forth hereinabove.

IN WITNESS WHEREOF, ASSIGNOR has caused this instrument to be executed by a duly authorized corporate officer of one of its two joint venturers, on the date indicated below.

Sundance Enterprises
("ASSIGNOR")

Dated: August 22, 1994

By: Robert E. Gipson
Robert E. Gipson, Vice President of
Sundance Development Corporation,
a joint venturer of Sundance Enterprises