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

02-28-2000



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

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RECORDATION	ON 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	Conveyance Type Assignment License			
New				
Resubmission (Non-Recordation) Document ID #	Security Agreement XX Nunc Pro Tunc Assignment Effective Date			
Correction of PTO Error	Merger Month Day Year 07 31 99			
Reel # Frame #	Change of Name			
Corrective Document Reel # Frame #	Other			
Conveying Party  Mark if additional names of conveying parties attached Execution Date				
Name Kelley-Clarke, Inc.	Month Day Year			
Formerly Kelley-Clarke Company				
Individual General Partnership	Limited Partnership X Corporation Association			
Other				
[A] Citizenship/State of incorporation/organization				
Receiving Party	Mark if additional names of receiving parties attacked			
Name Atsoca, Inc.				
DBA/AKA/TA				
Composed of One East First Street				
Address (line 1) One East FIIst Street				
Address (line 2)	89501			
Address (line 3) Reno	Ne Vada Zip Code			
City	Limited Partnership If document to be recorded is all			
not domiciled in the United States, an appointment of a domestic				
XX Corporation Association	representative should be attached.  (Designation must be a separate			
Other	document from Assignment.)			
XX Citizenship/State of Incorporation/Organiz	zation Nevada			
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25/2000 DHGUYEN 00000258 289204 40.00 QP				
C:482 175.00 OP	rage approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document argarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, garding this burden estimate to the U.S. Patent and Trademark Office, Chief Information, D.C. 20503. See OMB			
gathering the data median and Penulatory Affairs, Unice of	DO NOT SEND REQUESTS TO RECORD ACCIONATE			
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OMB 0651-0027	TRADEMARK			
Domestic R	epresentative Name and Address Enter for the first Receiving Party only.			
Name	Richard S. Vermut, Esq.			
Address (line 1)	Rogers, Towers, Bailey, Jones & Gay, P.A.			
Address (line 2)	1301 Riverplace Boulevard			
Address (line 3)	Suite 1500			
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Correspond	ent Name and Address Area Code and Telephone Number (904) 346-5573			
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Name	Richard S. Vermut, Esq.			
Address (line 1)	Rogers, Towers, Bailey, Jones & Gay, P.A.			
Address (line 2)	1301 Riverplace Boulevard			
Address (line 3)	Suite 1500			
Address (line 4)	Jacksonville, FL 32207			
Pages Enter the total number of pages of the attached conveyance document # 2				
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).				
Trade	emark Application Number(s)  Registration Number(s)			
	289204 740991 1918178			
	420607 419221 1918179			
	427242 1252353			
Number of Properties Enter the total number of properties involved. # 8				
Fee Amount	Fee Amount for Properties Listed (37 CFR 3.41): \$ 215.00			
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(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 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.				
	S. Vermut Of Person Signing Signature Date Signed			
Name	of Person Signing Signature Date Signed			

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## TRADEMARK ASSIGNMENT

This is an Assignment having an effective date of July 31, 1999, from Kelley-Clarke, Inc., a California corporation, having a business office located at 6850 Belfort Oaks Place, Jacksonville, Florida 32216 ("ASSIGNOR"), to Atsoca, Inc., a Nevada corporation, having a business office located at One East First Street, Reno, Nevada, 89501 ("ASSIGNEE").

## WITNESSETH

WHEREAS, ASSIGNOR is the owner of, has adopted, used and is using the trademarks "ESTAB. 1895", "TROLLING", "BLACK TOP", "PACIFIC MAID", "ANTLER", "HONEY BOY", "SEA FEAST", and "SEA LIFE" and other names, slogans, logos, and designs, and owns the rights therein, including common law rights and the rights in the certain trademarks, registered with the United States Patent and Trademark Office and listed below, and the goodwill associated therewith (the common law rights and registered trademarks shall be collectively referred to as the "Trademark").

<u>Mark</u>	Registration No.	Registration Date
ECTAD 1905 AND DEGICAL	200 204	D 137 . 04 1001
ESTAB. 1895 AND DESIGN	289,204	Renewed November 24, 1991
TROLLING	420,607	Renewed April 23, 1986
BLACK TOP AND DESIGN	427,242	Renewed February 4, 1987
PACIFIC MAID AND DESIGN	740,991	Renewed November 20, 1982
ANTLER	419,221	Renewed February 5, 1986
HONEY BOY	1,252,353	September 27, 1983
SEA FEAST	1,918,178	September 12, 1995
SEA LIFE	1,918,179	September 12, 1995

WHEREAS, ASSIGNEE desires to acquire all of ASSIGNOR's right, title and interest to the Trademark; and

WHEREAS, ASSIGNOR has made no other assignments of the Trademark.

NOW, THEREFORE, in consideration of good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound, ASSIGNOR agrees to assign the Trademark to ASSIGNEE as follows:

ASSIGNOR assigns to ASSIGNEE all right, title and interest to the Trademark, together with all goodwill of the business connected with the use of and symbolized by the Trademark, and together with all common law rights and all registrations and applications for registration both foreign and domestic, and together with all claims that could have been asserted by ASSIGNOR for damages by reasons of past infringement by third parties of the Trademark prior to execution of this assignment,

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with the same right to sue for, and collect the same for ASSIGNEE's own use, benefit and for the use and benefit of its successors, assigns or other legal representative.

The ASSIGNOR has executed this Agreement on the date indicated.

Roger I McClung
Executive Vice President

STATE OF FLORIDA )
COUNTY OF DUVAL )

The foregoing instrument was acknowledged before me this  $19^{+h}$  day of January, 2000, by Roger L. McClung, the Executive Vice President of Kelley-Clarke, Inc., a California corporation, on behalf of the corporation. He/She I is personally known to me or  $\square$  has produced as identification and when has taken an eath

March 30, 2000 90NOED THRU TRDY FAIN HISURANCE, INC.

Notary Public, State of Florida

Name: Rita & Raluson

My Commission Expires: March 30, 2000 My Commission Number is: CC538785

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