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To the Honorable Commissioner of Pat

101296429

hed original documents or copy thereof.

1. Name of conveying party(ies):

John J. Curley, Jr.

MAS 2-22-00

- Individual(s)
- General Partnership
- Corporation-State
- Other
- Association
- Limited Partnership

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

3. Nature of conveyance:

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

Execution Date: October 6, 1999

2. Name and address of receiving party(ies)

Name: Flatspikes, LLC

Internal Address: _____

Street Address: 70 Scribner Road

P.O. Box 442

City: Tyngsboro State: MA ZIP: 01879

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

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 patent number(s):

A. Trademark Application No.(s)
75/270,881

B. Trademark Registration No.(s)
2,263,807

Additional numbers attached? Yes No

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

Name: Vincent N. Palladino

Internal Address: c/o Fish & Neave

Street Address: 1251 Avenue of the Americas

City: NY State: NY ZIP: 10020

6. Total number of applications and registrations involved: _____

1

7. Total fee (37 CFR 3.41).....\$ 40.00

Enclosed

Authorized to be charged to deposit account

8. Deposit account number: _____

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

03/22/2000 DMSUYEN 00000172 75270881

01 FC:481

40.00 DP

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.

Joseph A. Cilluffo

Name of Person Signing

Joseph A. Cilluffo
Signature

2/17/00

Date

8

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

Mail documents to be recorded with required cover sheet information to:

Commissioner of Patents & Trademarks, Box Assignments
Washington, D.C. 20231

TRADEMARK

REEL: 002037 FRAME: 0939

ASSIGNMENT OF TRADEMARKS

WHEREAS:

John J. Curley, Jr, hereinafter referred to as the "Assignor", residing at 70 Scribner Road, Tyngsboro, Massachusetts, is the owner of certain trademarks that are the subject of the trademark applications listed below (collectively the "Trademarks"),

- 1. United States Serial No. 75/270,881 "Flatspikes"
- 2. Canada Serial No. 855,035 "Flatspikes"

WHEREAS:

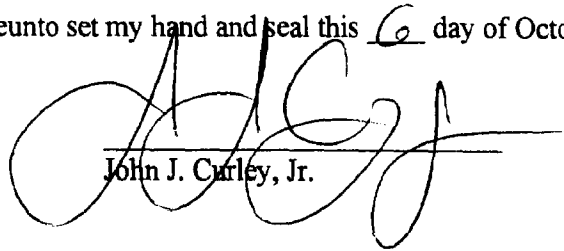
Flatspikes, LLC, a Massachusetts limited liability Company (hereinafter referred to as "Assignee") is desirous of acquiring the entire right, title and interest in and to the Trademarks and the above listed applications (the "Applications"):

NOW THEREFORE, TO ALL WHOM IT MAY CONCERN:

In consideration of the payment by Assignee to Assignor of the sum of One Dollar (\$1.00), the receipt of which is hereby acknowledged, and for other good and valuable consideration, Assignor hereby sells, assigns and transfers to Assignee the full right, title and interest in and to said Trademarks and Applications, together with the good will of the business symbolized by said Trademarks and said Applications.

Assignor covenants that Assignee will, upon its request, be provided promptly with all pertinent facts and documents relating to said Trademarks and Applications as may be known and accessible to Assignor and will testify as to the same in any interference or litigation related thereto, all at Assignee's expense, and will promptly execute and deliver to Assignee or its legal representative or designee any and all papers, instruments or affidavits required to apply for, obtain, maintain, and enforce said rights, as prepared and supplied by Assignee, so long as true.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this 6 day of October, 1999.



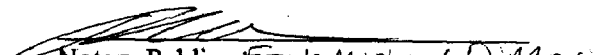
John J. Curley, Jr.

State of: MA

County of: Middlesex

I hereby certify that John J. Curley, Jr. before me personally appeared and acknowledged that the foregoing Assignment was duly signed, sealed and delivered by him as his free and voluntary act on this 6th day of October, 1999.

(SEAL)



Notary Public Frank Michael DiMaggio
My Commission expires AUG 2, 2002

BILL OF SALE AND ASSIGNMENT

FOR VALUE RECEIVED, the undersigned, FLATSPIKES, LLC, a Massachusetts limited liability company, ("Assignor"), for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, in accordance with and as additional documentation of the certain Asset Purchase Agreement entered into as of October __, 1999 (the "Purchase Agreement", do hereby sell, assign, transfer and convey to SOFTSPIKES, INC., a corporation organized and existing under the laws of Delaware ("Assignee"), all of Assignor's right, title and interest in and to the following:

1. the patents and patent applications set forth on Exhibit A (the "Patents") and all works of authorship, processes, copyrights, trademarks, trade names, trade secrets, formulae, procedures, designs, processes, inventions, improvements, know-how and specifications comprising, relating to or derived from the inventions, concepts and improvements set forth in the Patents, and existing on the date hereof, including, without limitation: (a) all manuals, documentation, narrative descriptions, and design specifications; (b) all advertising, marketing and public relations materials and information; (c) all works derived from any or all of the foregoing and all rights of use thereof for any purpose; (d) all copyright and patent rights, applications, registrations, divisions, continuations, continuations-in-part, reissues and extensions of or relating to the foregoing; (e) all molds, casts and other production equipment used to produce or manufacture the cleat products identified on Exhibit B attached hereto and made part hereof, together with all inventory of such products; (f) all *droits moral* and other authors' rights relating to the foregoing; (g) all rights, applications and registrations relating to all trade names, trademarks and service marks relating to the foregoing; (h) all rights of recovery and reimbursement, all rights to sue and all other claims and causes of action relating to the foregoing; (i) the goodwill associated with or appurtenant to any and all of the foregoing; and (j) the absolute, unrestricted and exclusive right to use all of the foregoing throughout the world, including the right to modify, enhance, sell, lease, rent, license and otherwise exploit and dispose of any and all aspects of the foregoing.

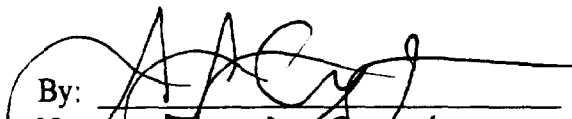
The assignment, transfer and conveyance of the assets described herein is subject to all of the terms and conditions of the Purchase Agreement.

This Bill of Sale and Assignment shall be construed and enforced in accordance with the laws of the State of Maryland.

Dated: October 2, 1999

ASSIGNOR

FLATSPIKES, LLC, a Massachusetts limited liability company

By: 
Name: John Curley
Title: President

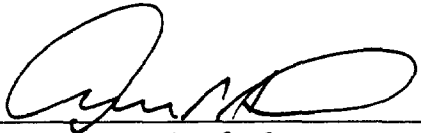
ACCEPTANCE

Assignee does hereby accept this assignment of all right, title and interest of Assignor in and to the assets described herein.

IN WITNESS WHEREOF, Assignee has executed this Acceptance as of the 7th day of October, 1999.

ASSIGNEE

SOFTSPIKES, INC., Delaware corporation

By: 
Name: David G. Settle
Title: Chief Financial officer

**EXHIBIT A
TO BILL OF SALE AND ASSIGNMENT**

Patents, Copyrights, Trademarks, Tradenames, Service Marks and Registrations

Patents and Patent Applications

1. US Patent No. 5,887,371
2. US Design Patent No. DES 390,693
3. US Continuation Patent Application No. 09/208,334
4. Foreign Patent Application No. PCT/US 98/03048
5. All patents issued from one or more of United States Patent Application Nos. 08/800,580; 29/066,773; 09/208,334 and PCT/US98/03048 including all divisions, continuations, continuations-in-part, reissues, reexaminations, substitutes and extensions thereof, and all foreign patent applications and resulting patents which are directed to subject matter specifically described in the applications.

Trademarks and Tradenames

“Flatspikes”

US Trademark Registration No. 2,263,807, Supplemental Register, for Flatspikes

Trademark registration is pending in Canada, with the Serial Numbers listed below. No other applications for trademarks or service marks are pending or have been issued.

Canada Serial No. 855,035

Copyrights

No registrations have been applied for.

**EXHIBIT B
TO BILL OF SALE AND ASSIGNMENT**

Molds, Casts And Production Equipment And Inventory

Molds, Casts and Production Equipment

See attached Flatspikes Mold List

Inventory

None

Flatspike Mold List (Exhibit B)

Description	Mold #	Quantity	Cost	Country
TPU Large Thread Spike	JJ96-01	1 Set/8 cavity	\$3,571.00	Taiwan
TPU Large Thread Spike	JJ96-02-A	1 Set/12 cavity	\$4,285.00	Taiwan
TPU Large Thread Spike	JJ96-02-B	1 Set/12 cavity	\$4,285.00	Taiwan
TPU Large Thread Spike	JJ96-02-C	1 Set/12 cavity	\$4,285.00	Taiwan
TPU Small Thread Spike	JJ96-03	1 Set/8 cavity	\$3,571.00	Taiwan
TPU Wing Mold for Nylon Thread	FS-001	1 Set/16 cavity	\$6,071.00	Taiwan
Nylon Thread	FS-002	1 Set/16 cavity	\$5,357.00	Taiwan
TPU Wing Mold for Nylon Thread	FS-005	1 Set/16 cavity	\$6,071.00	Taiwan
Nylon Thread	FS-006	1 Set/16 cavity	\$5,357.00	Taiwan
Hand Wrench # 1	FS-007	1 Set/12 cavity	\$5,714.00	Taiwan
Drill Wrench	FS-008	1 Set/12 cavity	\$5,714.00	Taiwan
TPU Wing Mold for Steel Thread	FS-009	1 Set/16 cavity	\$6,071.00	Taiwan
Nylon Wrench (Spike Dragon)		1 set	\$5,714.00	Taiwan
Jar Blow Mold Large		1 set	\$5,714.00	Taiwan
Jar Blow Mold Small		1 set	\$3,750.00	Taiwan
Sample Mold for Spikes		1 set	\$2,678.00	Taiwan
Sample Mold Steel Thread		1 set	\$715.00	Taiwan
Sample Mold Steel Thread		1 set	\$446.00	Taiwan
Nylon receptacle		1 set	\$4,300.00	Taiwan
TPU Q-Lok Compatible Wing Mold		1 Set/16 cavity	\$2,100.00	Korea
Nylon Pin Mold		1 Set/12 cavity	\$1,800.00	Korea
		Total	\$87,569.00	