



Tab settings

To the Honorable Commissioner of Patent

101296866

Send original documents or copy thereof.

1. Name of conveying party(ies): 210 FEB 22 AM 10: 45  
Flatspikes, LLC OPR/FINANCE

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

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

2. Name and address of receiving party(ies)

Name: Softspikes, Inc.  
 Internal Address: \_\_\_\_\_  
 Street Address: 806 W. Diamond Avenue, Suite 200  
 City: Gaithersburg State: MD ZIP: 20878

Individual(s) citizenship \_\_\_\_\_  
 Association \_\_\_\_\_  
 General Partnership \_\_\_\_\_  
 Limited Partnership \_\_\_\_\_  
 Corporation-State of Delaware  
 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

3. Nature of conveyance:

Assignment  Merger  
 Security Agreement  Change of Name  
 Other \_\_\_\_\_

Execution Date: October 6, 1999

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 <sup>E</sup>

Enclosed  
 Authorized to be charged to deposit account

8. Deposit account number: \_\_\_\_\_

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

03/24/2000 DGMTEC 00000043 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

[Signature]  
 Signature

2/17/00  
 Date

Total number of pages including cover sheet, attachments, and document: 7

## 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.

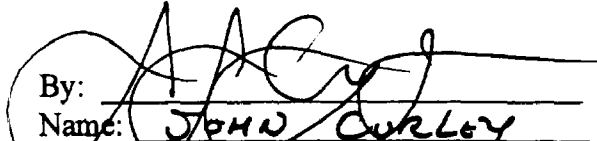
The assignment, transfer and conveyance of the assets described herein is subject to all of the terms and conditions of the Purchase Agreement.

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

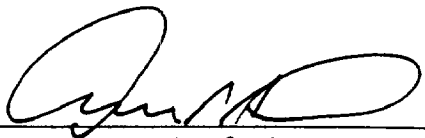
ACCEPTANCE

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 7<sup>th</sup> 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	