

03-15-2000

FORM PTO-1594

(Rev. 6-93)

2.9.00



101290499

HEET

U.S. DEPARTMENT OF COMMERCE

Patent and Trademark Office

To the Honorable Commissioner of Patents and Trademarks, Washington, D.C. 20231

and the attached original documents or copy thereof.

1. Name of conveying party(ies):

Mammoth Sports Group, Inc.

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

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

3. Nature of conveyance:

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

Execution Date: _____

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

Name: Spring Capital Partners, L.P.

Internal Address: _____

Street Address: 16 West Madison Street

City: Baltimore State: MD Zip: 21201

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

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No

(Designation must be a separate document from Assignment).

Additional name(s) & address(es) attached? Yes No

RECEIVED
200 FEB -9 PM 12:29
OPR/FINANCE

4. Application number(s) or registration number(s):

A. Trademark Application No.(s)

SEE ATTACHED EXHIBIT A

B. Trademark Registration No.(s)

SEE ATTACHED EXHIBIT A

Additional numbers attached? Yes No

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

Name: Cooley Godward LLP

Internal Address: _____
Peter J. Willsey, Esq.

Street Address: 2002 Edmund Halley Drive
Suite 300

City: Reston State: VA ZIP 20191-3436

6. Total number of applications and registrations involved: 37

7. Total fee (37 CFR 3.41): \$940.00 940E

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

03-3118

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

03/14/2000 DCDATES 00000038 75150929

DO NOT USE THIS SPACE

01 FC481 40.00 OP
02 FC482 900.00 OP

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.

Peter J. Willsey 2/7/00
Peter J. Willsey, Esq. Date

Total number of pages including cover sheet, attachments, and document: 17

Mail documents to be recorded with required cover sheet information to:
Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20231

MAMMOTH SPORTS GROUP, INC. EXHIBIT A

<u>Serial No.</u>	<u>Trademark</u>
75/150,929	HORNET
75/481,109	AFTER 18
75/502,120	GOLF SUPERSTORE TO THE WORLD
75/607,792	PROSHOPLINK
75/607,793	YOUR LINK TO SPORTS
75/697,186	WHEREVER THE GAME TAKES YOU WE'RE THERE
75/697,187	WE'RE THERE
75/704,520	EXTRACTOR
75/840,709	MAMMOTH GOLF
75/840,710	MAMMOTHGOLF.COM
75/840,711	MAMMOTH SPORTS

<u>Registration No.</u>	<u>Trademark</u>
1,039,321	SENATOR (STYLIZED)
1,074,661	SENATOR
1,319,504	NUBBIES
1,348,062	EVERSOFT
1,390,051	CRUSHER
1,460,223	HOOKY
1,541,718	THE ALIGNER
1,546,543	AUSTAD'S
1,605,767	ARSENAL
1,608,384	ACCUTECH
1,632,458	ACCUTECH
1,656,933	FORGED ACTION
1,658,309	CAPTAIN HOOK
1,699,168	LINKSPORT
1,717,139	LINKSPORT
1,813,034	MAMMOTH
1,813,035	MASTADON
1,916,567	GOLFER IN AN OVAL DESIGN
1,922,773	MATCH STIX
2,059,181	GOLFER IN A CIRCLE DESIGN
2,104,867	AUSTAD'S
2,109,919	TI POWER
2,129,146	BGB
2,221,009	HILLSIDER
2,226,031	AVALANCHE
2,296,898	TROUBLE LIES

COLLATERAL ASSIGNMENT OF INTELLECTUAL PROPERTY

THIS COLLATERAL ASSIGNMENT OF INTELLECTUAL PROPERTY ("*Assignment*") is made as of this 28th day of January, 2000 among (1) MAMMOTH SPORTS GROUP, INC., a Maryland corporation ("*Assignor*"), and (2) STRIKER INVESTMENT GROUP, LP, a Pennsylvania limited partnership, and SPRING CAPITAL PARTNERS, L.P., a Maryland limited partnership (together "*Assignee*").

A. Assignor is the owner of the entire right, title and interest in and to the patents and trademarks described in *Exhibit A* annexed hereto and made a part hereof.

B. Assignor, Assignee and others entered into an Investment Agreement of even date herewith ("*Investment Agreement*"), pursuant to which Assignee have agreed to make an investment in Assignor and its Subsidiaries, such investment to be evidenced by, among other things, Assignor's and its Subsidiaries' issuance to Assignee of certain Debentures in the aggregate principal amount of Seven Million Dollars (\$7,000,000). As a condition of such investment, Assignee require that Assignor enter into this Assignment.

C. Any capitalized term used herein and not otherwise defined herein shall have the meaning given to it in the Investment Agreement.

NOW THEREFORE, in consideration of the premises and the covenants herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and accepted, the undersigned parties agree as set forth below.

1. **Grant of Security Interest.** Assignor hereby assigns to Assignee all of Assignor's now-existing or hereafter acquired right, title and interest in and to any patents and trademarks; all patent and trademark applications relating in any way to the subject matter of the patents and trademarks identified in *Exhibit A* and all reissues, renewals, extensions, continuations, continuations-in-part and divisions thereof (hereinafter "*Intellectual Property*"); and any and all proceeds thereof, including, without limitation, any claims by Assignor against third parties for infringement of the Intellectual Property (hereinafter collectively "*Collateral*").

2. **Obligations Secured.** This Assignment is made to Assignee to secure repayment of the Debentures and to secure payments and performance of all Obligations.

3. **Warranties And Covenants.** Except as otherwise provided in the Investment Agreement or the Security Agreement, Assignor represents, warrants and covenants as follows:

(A) **Good Title.** All of the existing Collateral is valid and subsisting in full force and effect, such Collateral represents all of the Intellectual Property used in or necessary for the conduct of the business of the Company, Assignor owns the sole, full and clear title thereto or has valid licenses to use such Collateral. Assignor has right and power to grant the assignments granted hereunder. The Collateral is not subject to any liens, claims, mortgages, assignments, licenses, security interest or encumbrances of any nature whatsoever, except the assignment granted hereunder.

(B) No Transfer. Assignor will not assign, sell, mortgage, lease, transfer, pledge, hypothecate, grant a security interest in or lien upon, encumber, grant an exclusive or non-exclusive license relating to, or otherwise dispose of any of the Collateral without the prior written consent of Assignee to any such action, except as such action is expressly permitted hereunder.

(C) Lien Perfection. Assignor will, at Assignor's expense, perform all acts and execute, perfect, maintain, record or enforce the assignment in the Collateral or to otherwise further the provisions of this Assignment. Assignor hereby authorizes Assignee to execute and file one or more financing statements (or similar documents) with respect to the Collateral, signed only by Assignee.

(D) Power of Attorney. Assignor will, concurrently with the execution and delivery of this Assignment, execute and deliver to Assignee ten (10) originals of a Power of Attorney in the form of *Exhibit B* annexed hereto for the implementation of the assignment, sale or other disposition of the Collateral pursuant to Assignee's exercise of the rights and remedies granted to Assignee hereunder.

(E) Litigation. Assignor has no knowledge of any rights, claims or other encumbrances that purport to preclude Assignor from conducting its business, and Assignor has no knowledge of any claim that its use of the Intellectual Property has or will violate any rights, or support any claim of infringement or other claims, of any other person or entity. Assignee may, in its sole discretion, pay any amount or do any act which Assignor fails to do or pay as required hereunder or as requested by Assignee to preserve, defend, protect, maintain, record or enforce the Obligations, the Collateral, or the assignment granted hereunder, including without limitation, filing fees, court costs, travel expenses and attorneys' fees. In the event any one or more of the patents or trademarks listed in *Exhibit A* is or becomes the subject of any litigation, Assignee shall at its option have the sole right to control such litigation, select counsel, determine whether settlement shall be offered or accepted, determine and negotiate all settlement terms and be indemnified by Assignor for all costs of litigation and settlement including, without limitation, all costs, expenses and attorneys' fees. Assignor will be liable to Assignee for any payments under this paragraph which shall be deemed reasonable expenses under the terms of the debentures.

(F) No Other Patents/Trademarks; No Pending Applications. As of the date hereof, Assignor has no patents or trademarks issued by, or the subject of pending applications in, the United States Patent and Trademark Office or any similar office or agency in the United States or any other country, other than those described in *Exhibit A* annexed hereto.

(G) No Subsequent Applications. Assignor shall not file any application for the issuance of a patent or trademark with the United States Patent and Trademark Office or any similar office or agency in the United States or any other country, unless Assignor has by prior written notice informed Assignee of such action and obtained consent thereto. Upon request of Assignee, Assignor shall execute and deliver to Assignee any and all assignments, agreements, instruments, documents and such other papers as may be requested by Assignee to effect an assignment of such application to Assignee.

(H) No Abandonment. Assignor has not abandoned any pending patent or trademark application and Assignor will not do any act, nor omit to do any act, whereby the patents or trademarks may become abandoned or unenforceable. Assignor shall notify Assignee immediately if it knows or has reason to know of any reason why any application, trademark or patent may become abandoned, invalidated or the subject of any suit.

(I) Maintenance. Assignor will render any assistance necessary to Assignee without cost in any proceeding before the United States Patent and Trademark Office or any similar office or agency in the United States or any other country to maintain each application and Intellectual Property, including, without limitation, filing of renewals and paying annuities.

(J) Notify. Assignor will promptly notify Assignee if Assignor (or affiliate or subsidiary thereof) learns of any use by any person of any infringement of the Intellectual Property. If requested by Assignee, Assignor, at Assignor's expense, shall join with Assignee in such action as Assignee, in Assignee's discretion, may deem advisable for the protection of Assignee's interest in and to the Intellectual Property.

(K) Indemnification. Assignor assumes all responsibility and liability arising from the use of Intellectual Property and Assignor hereby indemnifies and holds Assignee harmless from and against any claim, suit, loss, damage or expense (including attorneys' fees) arising out of any alleged defect in any product manufactured, promoted or sold by Assignor (or any affiliate or subsidiary thereof) in connection with any Intellectual Property or out of the manufacture, promotion, labeling, sale or advertisement of any such product by Assignor (or any affiliate or subsidiary thereof).

(L) Release. Assignor releases Assignee from all claims, causes of action and demands arising at any time out of or with respect to this Assignment, the Collateral and/or any actions taken or to be taken by Assignee with respect thereto, and Assignor agrees to hold Assignee harmless from and with respect to any all such claims, causes of action and demands.

4. Remedies of Assignee. Upon declaration of an Event of Default under the Investment Agreement and in addition to all other rights and remedies of Assignee, whether provided under law or otherwise, Assignee shall have the following rights and remedies which may be exercised without notice to, or consent by, Assignor except as such notice or consent is expressly provided for herein.

(A) Stop Use. Assignee may require that neither Assignor nor any affiliate or subsidiary of Assignor make any use of the patented inventions or the registered-marks subject hereto for any purpose whatsoever.

(B) Licenses. Upon ten (10) days' notice to Assignor, Assignee may grant such license or licenses relating to the Collateral for such term or terms, on such conditions, and in such manner, as Assignee shall in its sole discretion deem appropriate. Such license or licenses may be general, special or otherwise, and may be granted on an exclusive or nonexclusive basis throughout the United States of America, its territories and possessions and all foreign countries.

(C) **Sale.** Upon ten (10) days' prior notice to Assignor, Assignee may assign, sell or otherwise dispose of the Collateral or any part thereof, either with or without special conditions or stipulations. Assignee shall have the power to buy the Collateral or any part thereof, and Assignee shall also have the power to execute assurances and perform all other acts which Assignee may, in Assignee's sole discretion, deem appropriate or proper to complete such assignment, sale or disposition.

(D) **Power of Attorney.** In addition to the foregoing, in order to implement the assignment, sale or other disposition of any of the Collateral pursuant to Subparagraph 4(B) hereof, Assignee may at any time execute and deliver on behalf of Assignor, pursuant to the authority granted in the Powers of Attorney described in Subparagraph 3(D) hereof, one or more instruments of assignment of the Collateral (or application, letters patent or recording relating thereto), in form suitable for filing, recording or registration. Assignor agrees to pay when due all costs incurred in any such transfer of the Collateral, including, but not limited to, any taxes, fees and attorneys' fees.

(E) **Application of Proceeds; Deficiency.** Assignee may first apply the proceeds actually received from any such license, assignment, sale or other disposition of Collateral to the reasonable costs and expenses thereof, including, without limitation to, reasonable attorneys' fees and all legal, travel and other expenses which may be incurred by Assignee. Thereafter, Assignee may apply any remaining proceeds to such of the Obligations as Assignee may in its sole discretion determine. Assignor and any guarantors of the Obligations shall remain liable to Assignee for any expenses or Obligations remaining unpaid after the application of such proceeds, and Assignor will pay Assignee on demand any such unpaid amount, together with interest at the interest rate set forth in the Debentures.

(F) **Trade Secrets.** In the event that any such license, assignment, sale or other disposition of the Collateral (or any part thereof) is made after the occurrence of an event of default under any of the Obligations, Assignor shall supply to Assignee or Assignee's designee, Assignor's knowledge and expertise relating to the manufacture and sale of the products according to the patented inventions, Assignor's customer lists and other records relating to the distribution of said products.

(G) **Non-Exclusive Remedies.** Nothing contained herein shall be construed as requiring Assignee to take any such action at any time. All of Assignee's rights and remedies, whether provided under law, the Obligations, this Assignment or otherwise shall be cumulative and none is exclusive. Such rights and remedies may be enforced alternatively, successively or concurrently.

5. **Miscellaneous.**

(A) **Satisfaction.** Upon the satisfactory completion of all the terms and conditions of this Assignment and the Obligations and upon payment in full of all monies due thereunder, Assignee will execute a re-assignment of the Intellectual Property listed in *Exhibit A* and deliver that re-assignment to Assignor for filing by Assignor at Assignor's expense.

(B) No Waiver. Any failure or delay by Assignee to require strict performance by Assignor of any of the provisions, warranties, terms and conditions contained herein or in any other agreement, document or instrument, shall not affect Assignee's right to demand strict compliance and performance therewith, and any waiver of any default shall not waive or affect any other default, whether prior or subsequent thereto, and whether of the same or of a different type. None of the warranties, conditions, provisions, and terms contained herein or in any other agreement, document or instrument shall be deemed to have been waived by any act or knowledge of Assignee, its agents, officers or employees, but only by an instrument in writing, signed by an officer of Assignee and directed to Assignor, specifying such waiver.

(C) Notice. All notices, requests and demands to or upon the respective parties hereto shall be deemed to have been duly given or made: if by hand, immediately upon delivery; if by telex or telegram, immediately upon sending; if by Federal Express, express mail or any other overnight delivery service, one day after dispatch; and if mailed by certified mail, return receipt requested, five days after mailing. All notices, requests and demands are to be given or made to the respective parties at the following addresses (or to such other address as either party may designate by notice in accordance with the provisions of this paragraph):

If to Assignor: Mammoth Sports Group, Inc.
8005 Rappahannock Avenue
Jessup, Maryland 20794
Attention: William A.V. Albright, Jr.

If to Assignee: Spring Capital Partners, L.P.
16 West Madison Street
Baltimore, Maryland 21201
Attention: Robert M. Stewart

Striker Investment Group, LP
1325 Morris Drive, Suite 207
Wayne, Pennsylvania 19087
Attention: Derek R. Spence

(D) Severability; Captions. In the event that any provision hereof shall be deemed to be invalid by any court, such invalidity shall not affect the remainder of this Assignment, which shall be deemed severable. The captions and paragraph headings herein shall not be considered part of the this Assignment,

(E) Parties; Changes. This Assignment shall be binding upon and for the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors and assigns. No provision hereof shall be modified, altered or limited except by a written instrument expressly referring to this Assignment signed by the party to be charged thereby.

(F) Choice of Law. The validity, interpretation and effect of this Assignment shall be governed by the laws of the State of Maryland without regard to its rules for conflict of law.

(G) No Marshalling. Notwithstanding the existence of any other security interests held by Assignee or by any other party, assignee shall have the right to determine the order in which any or all of the Collateral shall be subjected to the remedies provided herein. Assignee shall have the right to determine the order in which any or all portions of the Obligations are satisfied from the proceeds realized upon the exercise of the remedies provided herein. Assignor, any party who becomes liable for Assignor's obligations and covenants under this Assignment, and any party who now or hereafter acquires a security interest in the Collateral, or any portion thereof, hereby waives any and all right to require the marshalling of assets in connection with the exercise of any of the remedies permitted by applicable law or provided herein.

[signature page follows]

IN WITNESS WHEREOF, the parties hereto have executed this Assignment as of the day and year first above written.

“ASSIGNOR”:

MAMMOTH SPORTS GROUP, INC.,
a Maryland corporation

By: 
Edward M. Krell, Executive Vice President
and Chief Financial Officer

“ASSIGNEE”:

SPRING CAPITAL PARTNERS, L.P.,
a Maryland limited partnership

By: _____
Robert McE. Stewart, General Partner

STRIKER INVESTMENT GROUP, LP,
a Pennsylvania limited partnership

By: Striker Investment Group, L.L.C.,
a Pennsylvania limited liability company,
its General Partner

By: _____
Derek R. Spence, Authorized Signatory

IN WITNESS WHEREOF, the parties hereto have executed this Assignment as of the day and year first above written.

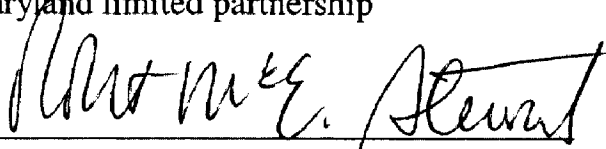
“ASSIGNOR”:

MAMMOTH SPORTS GROUP, INC.,
a Maryland corporation

By: _____
Edward M. Krell, Executive Vice President
and Chief Financial Officer

“ASSIGNEE”:

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a Maryland limited partnership

By: 
Robert McE. Stewart, General Partner

STRIKER INVESTMENT GROUP, LP,
a Pennsylvania limited partnership

By: Striker Investment Group, L.L.C.,
a Pennsylvania limited liability company,
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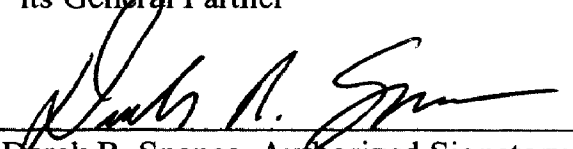
“ASSIGNEE”:

SPRING CAPITAL PARTNERS, L.P.,
a Maryland limited partnership

By: _____
Robert McE. Stewart, General Partner

STRIKER INVESTMENT GROUP, LP,
a Pennsylvania limited partnership

By: Striker Investment Group, L.L.C.,
a Pennsylvania limited liability company,
its General Partner

By:  _____
Derek R. Spence, Authorized Signatory

**MAMMOTH SPORTS GROUP
TRADEMARK HOLDINGS**

Mark	Reg. No./Serial No.	Action Due	Status
THE ALIGNER	1,541,718	20 Year Renewal due 05/30/09	Registered
BGB	2,129,146	Section 8&15 Affidavits due 01/13/03-04	Registered
EXTRACTOR	75/704,520		Pending, Published
FORGED ACTION	1,656,933	10 Year Renewal due 09/10/01	Registered 12/14/99
GOLF SUPERSTORE TO THE WORLD	75/502,120		Pending - EOT to file Opposition filed
HOOKY	1,460,223	10 Year Renewal due 10/06/07	Registered
HORNET	75/150,299		Suspended
MAMMOTH	1,813,034	Section 8&15 Affidavits due 12/21/98-99	Registered
MAMMOTH GOLF			Pending, filed 11/04/99
MAMMOTH SPORTS			Pending, filed 11/04/99
MAMMOTHGOLF.COM			Pending, filed 11/04/99
MASTODON	1,813,035	Section 8&15 Affidavits due 12/21/98-99	Registered

Mark	Reg. No./Serial No.	Action Due	Status
MATCH STIX	1,922,773	Section 8&15 Affidavits due 09/26/99-01	Registered
NGC WAREHOUSE			Prepared appl. 12/20/99
PROSHOPLINK	75/607,792		Pending, filed 12/15/98
SILVERBACK			Not filed per Bill Albright
WE'RE THERE	75/697,187		Pending, filed 05/04/99
WE'RE THERE EVERYWHERE			Not filed per Bill Albright
WHEN YOU KNOW IT'S A BIG GAME			Not filed per Bill Albright
WHEREVER THE GAME TAKES YOU WE'RE THERE	75/697,186		Pending, filed 05/04/99
YOUR LINK TO SPORTS	75/607,793		Pending, filed 12/15/98

MAMMOTH SPORTS GROUP
 PATENT HOLDINGS

Patent No.	Title	Issue Date	Maintenance Fee/Renewal
5,597,364	GOLF PUTTER	01/28/97	3 ½ yr. Maint. Fee due 01/28/00 - 07/28/00
D-401,300	METALWOOD GOLF CLUB HEAD	01/29/98	Term - 14 years

**MAMMOTH SPORTS GROUP INC's Trademarks
obtained from AUSTAD HOLDINGS**

Title	Country	Class	Serial No.	Reg. No.	Reg. Date	Affidavit or Renewal Date
SENATOR	US	28	73/057,528	1,039,321	05/11/76	05/11/06
SENATOR	US	28	73/117,339	1,074,661	10/04/77	10/04/07
NUBBIES	US	25	73/464,083	1,319,504	02/12/85	02/12/05
EVERSOFT	US	25	73/464,084	1,348,062	07/09/85	07/09/05
CRUSHER	US	28	73/560,242	1,390,051	04/15/86	04/15/06
AUSTAD'S	US	28	73/739,159	1,546,543	07/04/89	07/04/09
ARSENAL	US	28	74/004,763	1,605,767	07/10/90	07/10/00
ACCUTECH	US	28	74/011,665	1,608,384	07/31/90	07/31/00
ACCUTECH	US	28	74/042,542	1,632,458	01/22/91	01/22/01
CAPTAIN HOOK	US	28	74/106,889	1,658,309	09/24/91	09/24/01
LINK SPORT	US	16	74/107,020	1,665,823	11/26/91	11/26/01
LINKSPORT	US	25	74/158,970	1,717,139	09/15/92	09/15/02
LINKSPORT	US	25	74/161,635	1,669,168	07/07/92	07/07/02
DESIGN	US	25	74/545,518	1,916,567	09/05/95	09/05/00 - 01
AUSTAD'S	US	42	75/101,299	2,104,867	10/14/97	10/14/03
HILLSIDER	US	28	75/353,898	2,221,009	01/26/99	01/26/04 - 05
AUSTAD'S GOLFER LOGO	US	42	75/097,849	2,059,181	05/06/97	05/06/02 - 03

EXHIBIT A

Title	Country	Class	Serial No.	Reg. No.	Reg. Date	Affidavit or Renewal Date
TI POWER	US	28	75/102,530	2,109,919	10/28/97	10/28/02 - 03
AFTER 18	US	28	75/481,109			sou due 12/22/99 - EOT
AVALANCHE	US	28	75/433,065	2,226,031	02/23/99	02/23/04 - 05
TROUBLE LIES	US	28	75/453,593	2,296,898	11/30/99	11/30/04 - 05
HILLSIDER	Japan					
AUSTAD'S GOLFER LOGO	Japan					
AUSTAD'S	Japan			2419654		09/30/02
AUSTAD'S GOLFER LOGO (old)	Japan			2461329		08/23/03

EXHIBIT B

STATE OF)
) SPECIAL POWER OF ATTORNEY
COUNTY OF)

KNOW ALL MEN BY THESE PRESENTS, that **MAMMOTH SPORTS GROUP, INC.**, a Maryland corporation ("*Assignor*"), hereby appoints and constitutes **STRIKER INVESTMENT GROUP, LP**, a Pennsylvania limited partnership ("*Assignee*"), and each officer thereof, its true and lawful attorney, with full power of substitution and with full power of authority to perform the following actions on behalf of Assignor:

1. Execution and delivery of any and all agreements, documents, instruments of assignment, or other papers which Assignee, pursuant to its exercise of rights as provided in the Collateral Assignment of Intellectual Property, deems necessary or advisable for the purpose of assigning, selling or otherwise disposing of all right, title and interest of Assignor in and to any patents, together with any reissues, extensions, renewals, continuation, continuation-in-part and divisions thereof, and in order to preserve, defend, protect, maintain or accomplish any other formality with respect to the foregoing.

2. Execution and delivery of any and all documents, statements, certificates or other papers which Assignee, pursuant to its exercise of rights as provided in the Collateral Assignment of Intellectual Property, deems necessary or advisable to further the purposes described in subparagraph 1 hereof.

This Special Power of Attorney is made pursuant to a Collateral Assignment of Intellectual Property between Assignor and Assignee dated the date hereof, and may not be revoked until the payment in full of all Assignor's Obligations, as such term is defined in the Assignment.

[Seal] **MAMMOTH SPORTS GROUP, INC.**

Attest: _____ By: _____
William A.V. Albright, President

STATE OF)
COUNTY OF)

Personally appeared before me, a Notary Public in and for the State of _____, aforesaid _____ and _____ known to me as the President and Secretary, respectively, of _____, Inc. who acknowledged the foregoing as the true act and deed of said corporation this _____ day of _____, 200_.

[Seal]
My commission expires: _____
Notary Public