

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

06-13-2000

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



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5-23-2000*

RECORDATION FORM COVER SHEET TRADEMARKS ONLY

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

Submission Type

- New
- Resubmission (Non-Recordation)
Document ID #
- Correction of PTO Error
Reel # Frame #
- Corrective Document
Reel # Frame #

Conveyance Type

- Assignment License
- Security Agreement Nunc Pro Tunc Assignment
Effective Date
Month Day Year
- Merger
- Change of Name
- Other

Conveying Party

Mark if additional names of conveying parties attached

Name Execution Date
Month Day Year

Formerly

- Individual General Partnership Limited Partnership Corporation Association
- Other
- Citizenship/State of Incorporation/Organization

Receiving Party

Mark if additional names of receiving parties attached

Name

DBA/AKA/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)
City State/Country Zip Code

- Individual General Partnership Limited Partnership If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be a separate document from Assignment.)
- Corporation Association
- Other

Citizenship/State of Incorporation/Organization

06/12/2000 JSHABAZZ 00000145 1785198

FOR OFFICE USE ONLY

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Public burden reporting for this collection of information is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C. 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0651-0027), Washington, D.C. 20503. See OMB Information Collection Budget Package 0651-0027, Patent and Trademark Assignment Practice. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS.

Mail documents to be recorded with required cover sheet(s) in TRADEMARK

REEL: 002085 FRAME: 0792

Domestic Representative Name and Address

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Correspondent Name and Address

Area Code and Telephone Number

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Pages

Enter the total number of pages of the attached conveyance document including any attachments.

#

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).

Trademark Application Number(s)

Registration Number(s)

<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>

<input type="text" value="1,785,198"/>	<input type="text"/>	<input type="text"/>
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Number of Properties

Enter the total number of properties involved.

#

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41):

\$

Method of Payment:

Enclosed

Deposit Account

Deposit Account

(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

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.

George M. Taulbee

Name of Person Signing

George M. Taulbee
Signature

May 23, 2000

Date Signed

ASSET PURCHASE AGREEMENT

THIS ASSET PURCHASE AGREEMENT is made and entered into as of the 30th day of December, 1994, by and among SPORTS IMAGE, INC., a North Carolina corporation (the "Seller"), HANK JONES and JOEY TILLMAN, individuals residing in Cabarrus County, North Carolina (the "Shareholder"), and EARNHARDT ACQUISITION, INC., a North Carolina corporation (the "Purchaser").

W I T N E S S E T H:

WHEREAS, the Seller is engaged in the business of sports marketing of NASCAR products for "Dale Earnhardt", "GM Goodwrench", "Chevrolet" with regard to Dale Earnhardt, and "Snap-on-Tools" with its principal place of business in Cabarrus County, North Carolina; and

WHEREAS, the Shareholders own all the issued and outstanding shares of capital stock of the Seller; and

WHEREAS, the Purchaser desires to purchase certain of the business and assets of the Seller.

NOW, THEREFORE, the parties hereto agree that the purpose of this Agreement is to set forth the terms and conditions upon which the Seller has agreed to sell to the Purchaser certain of its business and assets; and the Purchaser has agreed to purchase and pay for such business and assets; and furthermore, the Seller and the Purchaser in consideration of the premises and the mutual agreements contained herein, do hereby agree as follows:

ARTICLE I

PURCHASE AND SALE OF ASSETS

Section 1.1 Assets to be Purchased and Sold.

(a) Description of Assets. At the Closing (as defined in Section 1.2), the Seller shall sell and convey to the Purchaser, and the Purchaser shall purchase and acquire from the Seller, all the business and assets of the Seller existing and owned by the Seller on the Closing Date (as defined in Section 1.2) other than the Excluded Assets (as defined in Section 1.1(b)). The assets of the Seller to be purchased hereunder (which shall not include the Excluded Assets) are referred to herein as the "Subject Assets," and shall include without limitation:

(i) all the Seller's inventory including finished and unfinished goods held for sale or consumption in the Seller's business at its cost before freight, royalty and taxes and without deduction for obsolescence (the "Inventory") to be computed by an Inventory taken the week of December 26, 1994 by a representative of Seller and a representative of Purchaser and a final figure to be agreed to on or before

December 30, 1994, as summarized on Exhibit 1.1(a)(i) hereto;

(ii) all the Seller's rights to prepaid license fees and other deposits and prepaid lease and catalogue expenses other than Excluded Assets (the "Prepaid Expenses"). The Seller shall prepare a detailed listing of such Prepaid Expenses as of the Closing Date which shall be included as Exhibit 1.1(a)(ii) hereto;

(iii) all furniture, furnishings, equipment, parts, machinery, transportation equipment, vehicles, trailers, computer equipment, software, the sign, and other tangible personal property (other than Inventory, as defined above) of the Seller other than Excluded Assets (the "Tangible Property"), including without limitation the items of Equipment and other Tangible Property described on Exhibit 1.1(a)(iii) hereto and any additions or accessions thereto or substitutions therefor or proceeds thereof;

(iv) all rights of the Seller under all contracts, licenses, and agreements other than Excluded Assets (the "Contracts"), including without limitation the Seller's rights existing on the Closing Date under the Contracts described or referred to in Exhibit 2.4(e) hereto;

(v) (A) all rights of the Seller in the name "Sports Image, Inc." and any trademarks, tradenames or service marks, and all registrations thereof and pending applications therefor, in connection therewith (the "Name"), and (B) all other tradenames, trademarks, service marks, copyrights, licenses, patents and registrations thereof or applications therefor, and trade secrets, secret processes (whether or not patentable), customer lists, software, inventions (whether or not patentable), formulae and other property belonging to, used in or appertaining to the Seller's business, all as described on Exhibit 1.1(a)(v) hereto (collectively, with the Name, the "Intellectual Property");

(vi) all the Seller's business records other than Excluded Records (as defined in subsection 1.1(b)(ii) (the "Records");

(vii) all the Seller's federal, state and local governmental permits, licenses, and approvals required for the conduct of its business (or held with respect to the assets and operations of the business of the Seller) to the extent assignment thereof to the Purchaser is permitted by applicable law (the "Licenses"), all as described on Exhibit 1.1(a)(vii) hereto; and

(viii) all the Seller's customer purchase orders connected with the Seller's business at the close of business

Section 7.6 Governing Law. This Agreement shall be construed, interpreted, enforced and governed by and under the laws of the State of North Carolina.

Section 7.7 Exhibits. All of the Exhibits hereto referred to in this Agreement are hereby incorporated herein by reference and shall be deemed and construed to be a part of this Agreement for all purposes.

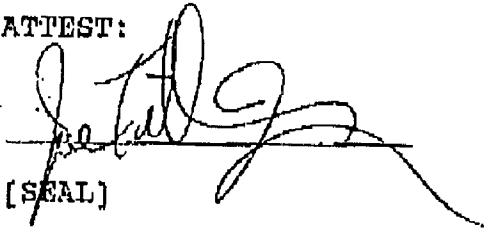
Section 7.8 Severability. The invalidity or unenforceability of any one or more phrases, sentences, clauses or provisions of this Agreement shall not affect the validity or enforceability of the remaining portions of this Agreement or any part thereof.

Section 7.9 Counterparts. This Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument.

IN WITNESS WHEREOF, the Seller and the Purchaser have each caused this Agreement to be executed by their respective duly authorized officers and the Shareholders have executed this Agreement under seal, all as of the day and year first above written.

SELLER:

ATTEST:

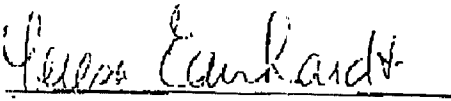

[SEAL]

SPORTS IMAGE, INC.

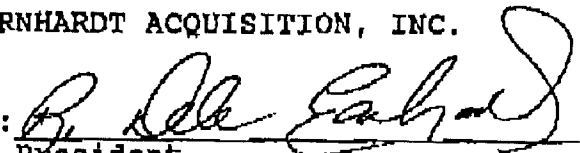
By: 
President

PURCHASER:

ATTEST:


[SEAL]

EARNHARDT ACQUISITION, INC.

By: 
President

SHAREHOLDERS:



 (SEAL)
 (SEAL)

EXHIBIT 1.1(a)(v)

Intellectual Property Attached
and Listed Herein

BELL, SELTZER, PARK & GIBSON

A PROFESSIONAL ASSOCIATION
ATTORNEYS AT LAW
1211 EAST MOREHEAD STREET
P. O. DRAWER 34009
CHARLOTTE, N. C. 28234
704-331-6000
FACSIMILE 704-334-2014

INTELLECTUAL PROPERTY LAW
PATENTS, TRADEMARKS, COPYRIGHTS
& TRADE SECRETS; LICENSING;
ANTITRUST; UNFAIR TRADE PRACTICES;
TECHNOLOGY AND COMPUTER LAW
RESEARCH TRIANGLE AREA OFFICE
310 UCB PLAZA
3605 GLENWOOD AVENUE
P. O. DRAWER 3107
RALEIGH, N. C. 27622
919-420-2200
FACSIMILE 919-881-3176

CHARLES B. PARK, III
FLOYD A. GIBSON
SAMUEL G. LAYTON, JR.
JOELL T. TURNER
CHARLES D. ELDERKIN
JOHN L. SULLIVAN, JR.
JOHN J. BARNHARDT, III
RAYMOND D. LINKER, JR.
JAMES D. MYERS
MICHAEL D. MCCOY
BLAS P. ARROYO
PHILIP SIKHA
MITCHELL S. BIGEL
KENNETH D. SIBLEY
DICKSON M. LUPO
STEPHEN M. BODENHEIMER, JR.
F. MICHAEL BALJONES
JOHN H. THOMAS
MARTHA G. BARBER
LARRY C. JONES
PAUL F. PEDIGO
MICHAEL S. CONNOR
CHRISTOPHER F. REGAN
WILLIAM M. ATKINSON
FRANK BURKHEAD WYATT, III
GEORGE H. TAULBEE

MELISSA B. BENDLETON
TIMOTHY J. O'SULLIVAN
ROBERT W. OLATE
JAMES A. CANNON
GRANT J. SCOTT
JEFFREY S. WHITTLE
GUY R. GOSNELL
VIRGINIA C. BENNETT
JASON P. COOPER
ERNEST B. LIESCOMB, III
CHRISTOPHER C. DREHMANN
BRUCE J. ROSS
LORIE ANN HERINGTON
THOMAS G. METHENIA, JR.
SCOTT G. HATFIELD
JOHN R. HIGGINS
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SARA N. CURRENT
NEEDHAM J. BODDIE, III
ALBERT R. ALLAN
RACHEL H. HEALEY
D. RANDAL AYERS
BOROJINI J. SIGWAS
RICHARD M. M. BERMOTT

OF COUNSEL
PAUL E. BELL
DONALD W. SELTZER

December 19, 1994

David M. Furr, Esq.
Gray, Layton, Drum, Kersh, Solomon,
Sigmon & Furr
516 South New Hope Road
P.O. Box 2636
Gastonia, North Carolina 28053

TO BE PICKED UP

Re: Intellectual Property Rights of Sports Image

Dear David:

Please find enclosed a listing of United States Trademark/Service Mark Registrations and Applications, State Trademark and Service Mark Registrations and Applications, Common Law Trademarks and United States Copyright Registrations for Sports Image.

Sports Image owns the SPORTS IMAGE® mark and all of the United States Copyright Registrations. In addition, Sports Image has used the DALE EARNHARDT® mark and the common law trademarks with the authorization of Dale Earnhardt. The marks which are owned by either Dale Earnhardt or Ralph Dale Earnhardt, Inc. are listed for your convenience.

The SPORTS IMAGE® mark and the United States Copyright Registrations should be assigned to Earnhardt Acquisition, Inc. In addition, we recommend that any rights Sports Image has in the common law trademarks also be assigned to Earnhardt Acquisition.

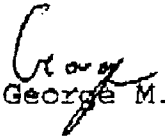
We are in the process of accumulating a list of the licenses, both executed and unexecuted, which are in our files. We will forward a list of these licenses to you as soon as possible. This list will be based only on the licenses in our files. It may be possible that Sports Image has other licenses

David M. Furr, Esq.
December 19, 1994
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as well as copies of executed licenses in their files which are not in our files.

If we can be of any further assistance, please give us a call.

Sincerely,


George M. Taulbee

GMT:pb6/155198

Enclosures

cc: Joe N. Tillman, Jr. (w/enclosures)
Dickson M. Lupo, Esq. (w/enclosures)

**U.S. TRADEMARK/SERVICE MARK
REGISTRATIONS AND APPLICATIONS**

<u>MARK</u>	<u>Reg./Appl. No.</u>	<u>Reg./Filing Date</u>
SPORTS IMAGE	1,785,198	August 3, 1993
DALE EARNHARDT ¹	1,644,237	May 14, 1991
SUNDAY MONEY ²	74/472,087	December 17, 1993

**STATE TRADEMARK AND SERVICE MARK
REGISTRATIONS AND APPLICATIONS**

<u>MARK</u>	<u>State</u>	<u>Reg./Appl. No.</u>	<u>Reg./Filing Date</u>
DALE EARNHARDT ³	SC		
DALE EARNHARDT ³	SC		
DALE EARNHARDT ³	SC		
DALE EARNHARDT ³	SC		

165123

¹Owned by Ralph Dale Earnhardt, the individual

²Owned by Ralph Dale Earnhardt, Inc.

³Applications forwarded to Dale Earnhardt for execution. Applications have not been filed. Applications list Ralph Dale Earnhardt, the individual, as the owner.