

06-30-2000



101393621

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

Merger

Change of Name

Other

Effective Date
Month Day Year
 02 07 00

Conveying Party

Mark if additional names of conveying parties attached

Name Jeffrey I. Friedman

Formerly

Execution Date
Month Day Year
 02 07 00

Individual General Partnership Limited Partnership Corporation Association

Other

Citizenship/State of Incorporation/Organization USA

Receiving Party

Mark if additional names of receiving parties attached

Name LBG Acquisitions, Inc.

DBA/AKA/TA

Composed of

Address (line 1) 201 South Biscayne Blvd. #3000

Address (line 2)

Address (line 3) Miami Florida 33131

Individual General Partnership Limited Partnership Corporation Association

Corporation Association

Other

Citizenship/State of Incorporation/Organization Florida

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.)

FOR OFFICE USE ONLY

06/30/2000 JJALLAN2 00000039 1507022

01 FC:401
02 FC:402

40.00 OP
275.00 OP

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) information to:
Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20231

TRADEMARK

REEL: 002093 FRAME: 0924

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" value="1,507,022"/>	<input type="text" value="1,173,121"/>	<input type="text" value="1,449,571"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text" value="1,447,671"/>	<input type="text" value="1,200,981"/>	<input type="text" value="1,397,567"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text" value="1,520,791"/>	<input type="text" value="1,245,373"/>	<input type="text" value="1,188,576"/>

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.

Tamara Carmichael
Name of Person Signing


Signature

May 23, 2000
Date Signed

**RECORDATION FORM COVER SHEET
CONTINUATION
TRADEMARKS ONLY**

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

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

Conveying Party

Mark if additional names of conveying parties attached

Enter Additional Conveying Party

Execution Date
Month Day Year

Name

Formerly

Individual General Partnership Limited Partnership Corporation Association

Other

Citizenship State of Incorporation/Organization

Receiving Party

Mark if additional names of receiving parties attached

Enter Additional Receiving Party

Name

DBA/AKATA

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 the Assignment.)

Corporation Association

Other

Citizenship/State of Incorporation/Organization

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)

685,383

1,598,473

1,594,107

ASSIGNMENT

THIS ASSIGNMENT is made as of the 7th day of February, 2000, by **JEFFREY I. FRIEDMAN** ("Assignor"), to **LBG ACQUISITIONS, INC.**, a Florida corporation ("Assignee").

RECITALS:

WHEREAS, Jeffrey I. Friedman is the President of Central Manufacturing, Inc., an Alabama corporation f/k/a Cigarette Racing Team, Inc. ("Central"); and

WHEREAS, Central was the holder of that certain Secured Promissory Note in the original principal amount of Three Million Six Hundred Thousand Dollars (\$3,600,000) dated as of May 26, 1994 made by New CRT, Inc., a Florida corporation n/k/a Cigarette Racing Team, Inc. ("New CRT") to Central (the "Note"); and

WHEREAS, Central assigned the Note to Assignee pursuant to that Assignment dated as of February 7, 2000, by and between Central and Assignee (the "Central Assignment"); and

WHEREAS, the performance by New CRT of its obligations under the Note is secured by a security interest granted in favor of Central in certain assets of New CRT pursuant to that certain Security Agreement made by New CRT to Assignor dated as of May 26, 1994 and assigned to Assignee as of February 7, 2000 (the "Security Agreement") pursuant to the Central Assignment; and

WHEREAS, the performance by New CRT of its obligations under the Note is further secured by a pledge of certain shares of the common stock of New CRT (the "Shares") in favor of Central as provided for in that certain Pledge Agreement made by New CRT to Assignor dated as of May 26, 1994 and assigned to Assignee as of February 7, 2000 (the "Pledge Agreement") pursuant to the Central Assignment; and

WHEREAS, the performance by New CRT of its obligations under the Note is further secured by a security interest in certain collateral consisting of trademarks, trade names, patents and other intangibles and the proceeds therefrom in favor of Central as provided for in that certain Collateral Assignment of Patents and Trademarks and Security Agreement dated as of May 26, 1994 and assigned to Assignee as of February 7, 2000 (the "Collateral Assignment Agreement") pursuant to the Central Assignment; and

WHEREAS, as assurance for the performance by New CRT of its obligations under the Note and to induce the Assignee to enter into the Central Assignment, Assignor hereby assigns a security interest in all of Assignor's right, title and interest in and to certain trademarks, trade names, patents and other intangibles and the proceeds therefrom (the "Collateral") in favor of Assignee.

NOW THEREFORE, in consideration of the respective covenants and agreements of the parties contained herein, and other good and valuable consideration (the receipt and sufficiency of which is hereby acknowledged by each of the parties hereto) it is agreed as follows:

ASSIGNMENT:

1. Assignment and Grant of Security Interest.

(a) As security for the prompt payment and performance of the Note, the Assignor hereby assigns, transfers, conveys and grants to the Assignee, any interest Assignor may have in Assignor's security interest in, a general lien upon and/or a right of set-off against (whether now owned or hereafter by the Assignor acquired in the United States and throughout the world) the following (hereafter collectively called the "Collateral"):

(i) all United States and foreign trademarks, all trade names, service marks and logos, whether or not registered, now owned or hereafter acquired by the Assignor as listed on Schedule A to this Agreement and all licenses of trademarks, together with the goodwill of the mark and of the business connected with the use of, and symbolized by, such trademarks as listed on Schedule A; (2) all renewals, extensions and continuations-in-part of the items referred to in clause (1) above; and (3) the right to sue for past, present and future infringements of the foregoing;

(ii) all United States and foreign patents listed on Schedule B to this Agreement; (1) all reissues, continuations and continuations-in-part and extension of the items referred to in clause (1) above, (2) all licenses of patents, inventions, processes, production methods, proprietary information, know-how and trade secrets arising from the items referred to in clause (1) above; and all payments thereunder; (3) all copyrights and all copyrightable works arising from the items referred to in clause (1) above; (4) all licenses or other agreements granted to the Assignor with respect to any of the foregoing and (5) the right to sue for past, present and future infringements of the items referred to in clauses (1) and (4) above;

(iii) all pending registration applications for those items listed in (i) and (ii) hereinabove and all continuations, continuations-in-part or divisions of such applications;

(iv) to the extent not included above, all general intangibles for those items listed in (i) and (ii) hereinabove (as such terms is defined in the Uniform Commercial Code of the State of Florida) of the Assignor; and

(v) all proceeds of any and all of the foregoing whether now existing or hereafter created or acquired, as to all of the above.

2. Representations and Warranties of Assignor. Assignor hereby represents and warrants that:

(a) To the knowledge of Assignor, he has (i) the full right to assign and transfer his interest in any security interest in the Collateral to Assignee; and (ii) taken no action that would render unenforceable his interest in any security interest in the Collateral;

(b) This Assignment is the valid and binding obligation of Assignor, enforceable against Assignor in accordance with its terms, except to the extent that the enforceability thereof may be limited by bankruptcy, insolvency, reorganization, moratorium, or other laws relating to or affecting creditors' rights generally and by principles of equity. To the

knowledge of Assignor, no consent, approval or authorization of any third party is required in order to permit Assignor to execute and deliver this Assignment; and

(c) Except for the representations and warranties contained in this Section 2, Assignor makes no, and hereby expressly disclaims any, representations or warranties, direct or indirect, written, oral or implied (whether in fact or law), with respect to the Collateral.

3. **Representation and Warranties of Assignee.** Assignee hereby represents and warrants that:

(a) Assignee is a corporation duly incorporated, validly existing and in good standing under the laws of the State of Florida; and

(b) Assignee has all necessary corporate power and authority to execute, deliver and perform this Assignment and any other agreements and instruments to be executed by Assignee pursuant hereto. The execution; delivery and performance of this Assignment by Assignee, and any other agreements and instruments to be executed and delivered by Assignee, have been duly authorized by all necessary corporate action on the part of Assignee and do not conflict with or violate Assignee's Articles of Incorporation, Bylaws or result in a breach of any material agreement to which Assignee is a party. This Assignment is, and such other agreements and instruments to be executed and delivered by Assignee are, or upon their execution and delivery will be, the valid and binding obligations of Assignee, enforceable against Assignee in accordance with their respective terms, except to the extent that the enforceability thereof may be limited by bankruptcy, insolvency, reorganization, moratorium, or other laws relating to or affecting creditors' rights generally and by principles of equity.

4. **Miscellaneous Provisions.**

(a) **Merger; Entire Agreement.** This Assignment contains all of the representations, warranties, conditions, agreements, and understandings of the parties with respect to the specific subject matter hereof, and supersedes all prior and contemporaneous representations, warranties, conditions, agreements, and understandings, both oral and in writing, relative to said subject matter.

(b) **Amendment; Waiver.** This Assignment may not be charged, amended, terminated, augmented, rescinded, or discharged except by a writing executed by the parties hereto, and no waiver of any of the provisions or conditions of this Assignment or of any of the rights of a party hereto shall be effective or binding unless such waiver shall be in writing and signed by the party claimed to have consented thereto.

(c) **Binding Effect: Assignment.** This Assignment and the various rights and obligations arising hereunder shall inure to the benefit of and be binding upon Assignee and Assignor and their respective legal representatives, heirs, executors, administrators, successors, assigns, officers, directors and employees. Neither this Assignment nor any rights, interests or obligations hereunder shall be transferred or assigned, by operation of law or otherwise, by any party prior to the Closing without the prior written consent of the other party.

(d) Recitals; Paragraph Headings. The recitals and paragraph headings of this Assignment are inserted for convenience only and shall not constitute a part of this Assignment in construing or interpreting any provision hereof.

(e) Governing Law. This Assignment shall in all respects be construed in accordance with and governed by the laws of the State of Florida.

(f) Further Assurances. Assignee and Assignor agree to execute such other and further documents as may be reasonably required in order to fully transfer any interests of Assignor in any security interest in the Collateral.

(g) Counterparts. This Assignment may be executed in one or more counterparts, each of which shall be deemed an original and all of this together shall constitute a single instrument.

IN WITNESS WHEREOF, the Assignor and the Assignee have caused this Assignment to be executed as of the day and year first above written.

LBG ACQUISITIONS, INC.

By: _____

Its: _____

By: _____

Jeffrey I. Friedman

SCHEDULE A
to Collateral Assignment of
Patents and Trademarks
and Security Agreement

(trademarks)

<u>TRADEMARK</u> <u>DATE</u>	<u>GOODS</u>	<u>REGIS</u> <u>(APPL.) NO.</u>	<u>REGIS.</u> <u>(FILING)</u>
CAFE RACER	boats	1,507,022	10/14/88
CAFE RACER	clothing	1,447,671	7/14/87
CAFE RACER	boats	1,520,791	1/17/89
Logo			
CIGARETTE	boats	1,173,121	10/13/81
Logo			
CIGARETTE	boats	1,200,981	7/13/82
CIGARETTE	clothing	1,245,373	7/12/83
Logo			
DECATHLON	boats	1,449,571	7/28/87
FIREFOX	boats	1,397,567	6/17/86
SQUADRON XII	boats	1,188,576	2/2/82
Logo			
TOP GUN	boats	(685,383)	(9/21/87)
BULLET	boats	---	---
REVOLUTION	boats	1,598,473	5/29/90
188			
90 MPH	boats	---	---
HARD CANDY	boats	1,594,107	5/01/90
HOT GEAR	clothing	---	---

**SCHEDULE B
to Collateral Assignment of
Patents and Trademarks
and Security Agreement**

(patents)

**PATENT
(APPL.) NO.**

**ISSUE
(FILING) DATE**

TITLE

D292,511
D310,508

10/27/87
9/10/90

Power Boat Hatch
Flush Boat Hatch