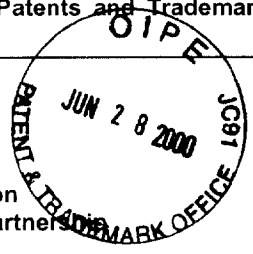


07-27-2000

6-28-00



To the Honorable Commissioner of Patents and Trademarks. Please record the attached original documents or copy thereof.



1. Name of conveying party(ies):
Riva Sports LLC

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: June 14, 2000

2. Name and address of receiving party(ies):
Name: Riva Sports, Inc.

Internal Address: _____

Street Address: 12166 Nebel Street

City: Rockville State: Maryland Zip: 20852

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

4. Application number(s) or registration number(s):
A. Trademark Application No.(s) See attached Exhibit A

Additional numbers attached? Yes No

B. Trademark Registration No.(s)
See attached Exhibit A

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

Internal Address: _____
Mary G. Manley

Street Address: One Freedom Square, Reston Town Ctr.
11951 Freedom Drive

City: Reston State: VA ZIP 20190-5601

6. Total number of applications and registrations involved: 22

7. Total fee (37 CFR 3.41):. \$565.00

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)

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.

Mary G. Manley Date: 6/28/2000
Mary G. Manley

Total number of pages including cover sheet, attachments, and document: **4**

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

07/26/2000 DNGUYEN 00000095 75338557

01 FC:481 40.00 OP
02 FC:482 525.00 OP

<u>Application Serial No.</u>	<u>Mark</u>	<u>Registration No.</u>	<u>Mark</u>
75/338,557	HOT SAUCER	2,257,865	TODDLERTAXI
75/338,558	SNOW SPINNER	2,250,342	RIVA SPORTS
75/338,560	SNOW PUPPIES	2,330,250	SNOMISSILE
75/338,562	ROLL-UPS	2,322,160	RIVA SPORTS & DESIGN
75/338,563	SNOW GLOW		
75/338,565	SNOW BUNNY		
75/338,555	SNOWTRAIN		
75/340,818	TURBOSAUCER		
75/340,819	SNOWPRINTS		
75/340,820	SPACESAUCER		
75/340,821	SNOWSWIRL		
75/427,042	SNO-ROCKET		
75/461,144	BLIZZARD BLASTER		
75/465,878	SIT 'N SKI		
75/507,081	WORLD'S BIGGEST SNOW SAUCER		
75/507,366	ANYTHING GOES		
75/610,148	WE MAKE WINTER FUN!		
75/617,821	PARABOLIX		

ASSIGNMENT

Effective as of 6th day of June, 2000.

WHEREAS, Riva Sports LLC, a Maryland limited liability company with its principal place of business in Bethesda, Maryland ("ASSIGNOR"), is the owner of all of the right, title and interest in and to the trademarks and/or service marks listed on the enclosed Exhibit A (the "TRADEMARKS"); and

WHEREAS, Riva Sports, Inc., a Delaware corporation with its principal place of business in Bethesda, Maryland ("ASSIGNEE"), is desirous of obtaining all right, title and interest in and to the TRADEMARKS, including, without limitation, the goodwill associated therewith;

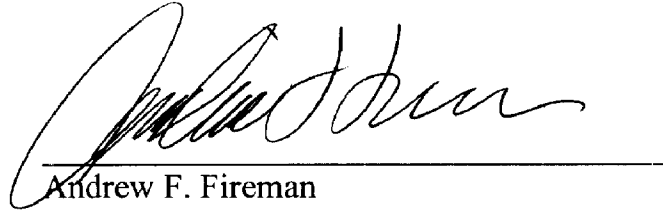
NOW, THEREFORE, in consideration of One Dollar (\$1.00) and of the premises and the mutual promises of the parties, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, ASSIGNOR does hereby sell, transfer, convey and assign unto ASSIGNEE all of ASSIGNOR'S right, title and interest in and to the TRADEMARKS including, without limitation, common law rights and all registrations now existing or hereafter resulting from any applications for registration in connection with the TRADEMARKS, together with the goodwill of the business associated with the TRADEMARKS. The rights transferred to ASSIGNEE hereunder shall include, without limitation, the right to recover for past, present and future infringement or other wrongful use or misappropriation of the TRADEMARKS.

ASSIGNOR covenants with ASSIGNEE that no assignment, grant, mortgage, license or other agreement affecting the rights and properties herein conveyed has been made to others by

ASSIGNOR, and that full right to convey the same as herein expressed is possessed by

ASSIGNOR.

IN WITNESS WHEREOF, Andrew F. Fireman, president of Riva Sports LLC, has caused this Assignment to be executed and effective as of the day, month and year first above written.



Andrew F. Fireman
President
Riva Sports LLC

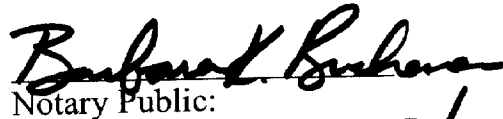
STATE OF ~~MARYLAND~~

Virginia

, SS

June 14th, 2000

Subscribed and sworn before me this *14th* day of *June*, 2000.



Notary Public:

My Commission Expires: *3/31/03*

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