


08-11-2000

101430008

9.11.00

**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

Conveying Party

Mark if additional names of conveying parties attached

Name Execution Date
Month Day Year

Formerly

75507366

- 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/AK/A/T/A

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

08/11/2000 DC0000164 75507366
01 FC:481 40.00 OP
02 FC:482 750.00 OP

FOR OFFICE USE ONLY

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

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="75507366"/>	<input type="text" value="75617821"/>	<input type="text" value="75500554"/>
<input type="text" value="75610148"/>	<input type="text" value="2250342"/>	<input type="text" value="75328327"/>
<input type="text" value="75340810"/>	<input type="text" value="2330250"/>	<input type="text" value="75465878"/>

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.

CHRISTOPHER C. MAESO, ESQ.

Christopher C. Maeso

JUNE 16, 2000

Name of Person Signing

Signature

Date Signed

**TRADEMARK APPLICATION NUMBER(S)
OR REGISTRATION NUMBER(S)**
(Continued)

Conveying Party: Riva Sports, Inc.

Receiving Party: Peninsula Fund II, L.P.

REGISTRATION NUMBERS

75340821
75461144
75575414
75338558
75338565
75338562
75338557
75338563
75340819
75340820
75340818
75427042
75555637
75585300
75585699
75585698
75599336
75649918
75649919
75604231
75618341
75802173

**CONDITIONAL ASSIGNMENT OF AND
SECURITY INTEREST IN INTELLECTUAL PROPERTY RIGHTS
(TRADEMARK)**

THIS CONDITIONAL ASSIGNMENT OF AND SECURITY INTEREST IN INTELLECTUAL PROPERTY RIGHTS (TRADEMARK) ("Conditional Assignment"), dated as of June 16, 2000, is made by RIVA SPORTS, INC., a Delaware corporation (the "Company"), in favor of PENINSULA FUND II, L.P., a Delaware limited partnership ("Purchaser"), as agent as described herein, pursuant to a certain Note Purchase Agreement (the "Note Purchase Agreement") dated as of the date hereof by and between the Company and Purchaser.

WITNESSETH:

WHEREAS, pursuant to the Note Purchase Agreement, Purchaser has agreed to purchase certain notes (the holders of which are referred to as the "Holders") from the Company; and

WHEREAS, in connection with the Note Purchase Agreement, the Company has executed and delivered and may hereafter deliver the Security Documents, as that term is used in the Note Purchase Agreement (together with all amendments and other modifications, if any, from time to time thereafter made thereto, the "Security Documents"); and

WHEREAS, as a condition precedent to the purchase of the securities and under the Note Purchase Agreement, the Company is required to execute and deliver this Conditional Assignment; and

WHEREAS, the Company has duly authorized the execution, delivery and performance of this Conditional Assignment:

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and in order to induce Purchaser to purchase securities pursuant to the Note Purchase Agreement, the Company agrees, for the benefit of Purchaser, as agent for all Holders, as follows:

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Conditional Assignment, including its preamble and recitals, have the meanings provided or provided by reference in the Note Purchase Agreement and the Security Documents.

SECTION 2. Conditional Assignment and Grant of Security Interest. The Company hereby: (a) pledges; (b) grants a continuing security interest in and a right of setoff against; and (c) assigns, transfers and conveys effective upon demand made upon the occurrence and during the continuance of an Event of Default, the Intellectual Property (including, without limitation, the trademark registrations listed on Schedule A hereto and all goodwill associated therewith), to Purchaser, for the benefit of all Holders, to secure payment, performance and observance of the Obligations.

SECTION 3. Purpose. This Conditional Assignment has been executed and delivered by the Company for the purpose of registering the conditional assignment and grant of security interest herein with the United States Patent and Trademark Office. The conditional assignment and security interest granted hereby have been granted as a supplement to, and not in limitation of, the security interest granted to Purchaser, in its own right or as the agent for all Holders, under the Security Documents. The Security Documents (and all rights and remedies of Purchaser thereunder) shall remain in full force and effect in accordance with their terms.

SECTION 4. Acknowledgement. The Company does hereby further acknowledge and affirm that the rights and remedies of Purchaser, as agent, with respect to the security interest in the Intellectual Property granted hereby are more fully set forth in the Security Documents, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.

SECTION 5. Counterparts. This Conditional Assignment may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.

* * * *

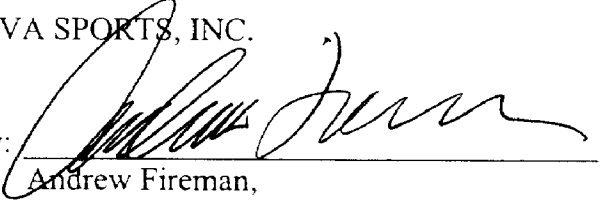
[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties hereto have caused this Conditional Assignment of and Security Interest in Intellectual Property Rights (Trademark) to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

COMPANY:

RIVA SPORTS, INC.

By: _____


Andrew Fireman,
Chief Executive Officer

Company's Address for Notices:

12166 Nebel Street
Rockville, MD 20852
Attn: Andrew Fireman
Facsimile: (301) 230-0015

with a copy to:

Cooley Godward L.L.P.
One Freedom Square
Reston Town Center
11591 Freedom Drive
Reston, VA 20190
Attn: Michael Lincoln, Esq.
Facsimile: (703) 456-8100

PURCHASER:

THE PENINSULA FUND II LIMITED
PARTNERSHIP

By: Peninsula Capital Partners L.L.C.
Its: General Partner

By: _____

Name: Scott A. Reilly
Title: President

STATE OF Virginia)
COUNTY OF Fauquier)ss

On the 14th day of June, 2000, before me personally came Andrew Fireman who is personally known to me to be the President of Riva Sports, Inc., a Delaware corporation; who, being duly sworn, did depose and say that he is the President of such corporation, the corporation described in and which executed the foregoing instrument; that he executed and delivered said instrument pursuant to authority given by the Board of Directors of such corporation; and that he acknowledged said instrument to be the free act and deed of said corporation.

Barbara K. Bushong
Notary Public
County of Fauquier State of Virginia
My Commission Expires 3/31/03

[NOTARIAL SEAL]

IN WITNESS WHEREOF, the parties hereto have caused this Conditional Assignment of and Security Interest in Intellectual Property Rights (Trademark) to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

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Attn: Michael Lincoln, Esq.
Facsimile: (703) 456-8100

PURCHASER:

THE PENINSULA FUND II LIMITED
PARTNERSHIP

By: Peninsula Capital Partners L.L.C.
Its: General Partner

By: _____
Name: Scott A. Reilly
Title: President

EXHIBIT "A"

Trademarks owned by Riva Sports, LLC assigned to Riva Sports, Inc.

<u>MARK</u>	<u>REG/SERIAL NO.</u>
1. ANYTHING GOES	75/507366
2. PARABOLIX	75/617821
3. SMARTRACK	75/500554
4. WE MAKE WINTER FUN!	75/610148

EXHIBIT "A"**Trademarks owned by Andrew F. Fireman assigned to Riva Sports, Inc.**

<u>MARK</u>	<u>REG./SERIAL NO.</u>
1. RIVA SPORTS	2,250,342
2. RIVA SPORTS & Design	75/328,327
3. TODDLERTAXI	75/340810
4. SNO-MISSILE	2,330,250
5. SIT 'N SKI	75/465878
6. SNOWSWIRL	75/340821
7. BLIZZARD BLASTER	75/461144
8. RIDEALONG	75/575414
9. SNOW SPINNER	75/338558
10. SNOW BUNNY	75/338565
11. ROLL-UPS	75/338562
12. HOT SAUCER	75/338557
13. SNOW GLOW	75/338563
14. SNOWPRINTS	75/340819
15. SPACESAUCER	75/340820
16. TURBOSAUCER	75/340818
17. SNO-ROCKET	75/427042
18. ALPINE ROCKET	75/555637
19. SPACESHIP	75/585300
20. ASTRA	75/585699

- 21. ODYSSEY 75/585698
- 22. TIGERSHARK 75/599336
- 23. SPACE CASE 75/649918
- 24. SOFTOP 75/649919
- 25. ZERO GRAVITY 75/604231
- 26. DIAMOND GEL 75/618341
- 27. SNOW FUN 75/802173

STATE OF MARYLAND

UNIFORM COMMERCIAL CODE
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT ETC. - FORM UCC-3

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 0000000181011993

RECORDED IN LIBER _____ FOLIO _____ ON July 1, 1999 (DATE)

1. DEBTOR

Name Riva Sports LLC

Address 5409 Morrland Lane, Bethesda, Maryland 20814

2. SECURED PARTY

Name IKA/RIVA, LLC

c/o Arnold & Porter, 555 12th Street, NW, Washington, DC
Address 20004, Attn: George Covucci

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

CHECK FORM OF STATEMENT

<p>A. Continuation..... <input type="checkbox"/></p> <p>The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p>B. Partial Release <input type="checkbox"/></p> <p>From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p>
<p>C. Assignment <input type="checkbox"/></p> <p>The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p>D. Other: <input checked="" type="checkbox"/></p> <p>(Indicate whether amendment, termination, etc.)</p> <p>Termination</p>
<p>All intellectual property of the debtor, including, without limitaion, license rights, molds and designs, blueprints, patents, trademarks, tradenames and copyrights (collectively, the "Intellectual proerty") and all rights and interests of the Debtor in Riva Sled, LLC, Riva Snowboards, LLC, Riva Motorsports, LLC, Riva Luge LLC and Riva Wavefun LLC. A schedule of the Intectual property now owned by Debtor is set forth in Schedule 1 attached hereto.</p>	

Signature of Debtor

Dated June 16, 2000

Arlene G. Kaufman
(Signature of Secured Party)

Arlene Kaufman, Managing Member of IKA/RIVA, LLC
Type or Print Above Name on Above Line

2000 JUN 16 11:11 AM

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