

10-10-2000



101469506

8-25-00

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

- 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

Corporation  Association

Other

Citizenship/State of Incorporation/Organization

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.)

09/19/2000 NTHAI1 00000192 75941650

FOR OFFICE USE ONLY

01 FC:481  
02 FC:482

40.00 OP  
175.00 OP

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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: 002124 FRAME: 0417

**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" value="75941650"/>	<input type="text" value="75941062"/>	<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="2168868"/>	<input type="text" value="2235815"/>	<input type="text" value="1961957"/>
<input type="text" value="1477182"/>	<input type="text" value="1688162"/>	<input type="text" value="2233921"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>

**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.

Sandra McNaughton

August 24, 2000

Name of Person Signing

Signature

Date Signed

RELEASE AND REASSIGNMENT

THIS RELEASE AND REASSIGNMENT is dated as of July 31, 2000 by Foothill Capital Corporation, a California corporation, having an office at 1111 Santa Monica Boulevard, Suite 1500, Los Angeles, California 90025-3333, as agent ("Agent") for the Lenders described below.

WITNESSETH:

WHEREAS, Nevada Bob's Pro Shop, Inc., as debtor and debtor-in-possession, having an office at 4043 S. Eastern, Las Vegas, Nevada 89119, and March Acquisition, Inc., a successor in interest to Nevada Bob's Pro Shop, Inc. (collectively, "Borrower"), together with the other parties named therein, the "Lenders" named therein and Agent entered into that certain Loan and Security Agreement dated as of October 4, 1999 (as amended or otherwise modified from time to time, the "Loan Agreement"), providing for the extension of credit by the Lenders to Borrower. When capitalized and used herein, terms defined in the Loan Agreement and not otherwise defined herein shall have the meanings ascribed to them in the Loan Agreement;

WHEREAS, Agent and the Lenders required, as a condition to the extension of credit under the Loan Agreement, that Borrower enter into a certain Trademark Security Agreement dated as of October 4, 1999 (as amended or otherwise modified from time to time, the "Trademark Security Agreement") granting to Agent, for the benefit of the Lenders, a security interest in and to certain "Collateral" (as defined in the Trademark Security Agreement);

WHEREAS, the Trademark Security Agreement was recorded in the United States Patent and Trademark Office at Reel No. 1973, Frame No. 0684; and

WHEREAS, Agent and the Lenders desire to fully release the aforesaid security interest in the Released Collateral, as defined below.

NOW, THEREFORE, for good and valuable consideration, receipt and sufficiency of which are hereby acknowledged:

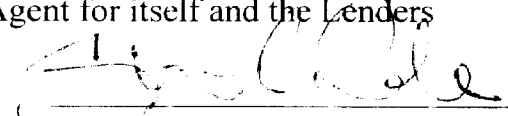
1. Agent, for itself and on behalf of each of the Lenders, hereby reassigns, grants, and conveys to Borrower, without any representation of any kind, all of Agent's and Lenders' right, title, and interest, if any, in and to: (a) all of Borrower's trademarks, service marks, trademark and service mark registrations, trade names and trademark and service mark applications including, without limitation, those which consist in whole or in part of the mark "NEVADA BOB'S" or the slogan "your game, your store"; (b) the Collateral; (c) the trademarks, service marks, trade names, trademark and service mark registrations and trademark and service mark applications listed on Schedule A attached hereto and made a part hereof, which, in each case, are now or hereafter filed with the United States Patent and Trademark Office ("USPTO"), any similar office or agency of any state, territory or possession of the United States or any similar office or agency of any other countries or used in the United States, any state, territory or possession thereof or any other country (collectively, "Offices"); and (d) the domain names or uniform resource locators (URLs).

as described in Schedule B attached hereto and made a part hereof, including, without limitation (i) the goodwill associated therewith, (ii) renewals thereof, (iii) all income, royalties, damages and payments now and hereafter due or payable with respect thereto, including, without limitation, payments under all licenses entered into in connection therewith and damages and payments for past or future infringements thereof, (iv) the right to sue for past, present and future infringements thereof, and (v) all rights corresponding thereto throughout the world (collectively the "Released Collateral") or relating to any rights arising from the Trademark Security Agreement or the Loan Agreement in the Released Collateral.

2. Agent, for itself and on behalf of each of the Lenders, hereby confirms that it has not assigned or transferred its interest in the Trademark Security Agreement or any other security under the Loan Agreement or its security interest or other interest in the Released Collateral.
3. Agent, for itself and on behalf of each of the Lenders, hereby releases all of Agent's and Lenders' security interests in and liens on the Released Collateral.
4. This Release does not and shall not in any manner discharge, affect or impair any of Borrower's obligations under the Loan Agreement or, except as to the Released Collateral, any of Agent's or Lenders' liens thereunder.
5. Agent and Lenders agree to cooperate with Borrower, at Borrower's request and at Borrower's expense, to execute any and all documents or instruments, or to obtain any consents, in order to perfect, record, enforce or otherwise carry out the intent of the terms of this Release, including, without limitation, to discharge any lien recorded against the Released Collateral.
6. Agent, for itself and on behalf of each of the Lenders, hereby authorizes the law firm of Freeborn & Peters and Jacobson, Price, Holman & Stern to file this Partial Release for recordation in the USPTO and any other appropriate Offices.

IN WITNESS WHEREOF, Agent on behalf of itself and in its capacity as agent for the Lenders, has duly executed and delivered this Release as of the day and year first written above.

FOOTHILL CAPITAL CORPORATION,  
as Agent for itself and the Lenders

By: 

Name: STEVEN M. GALES

Title: GENERAL MANAGING DIRECTOR

## SCHEDULE A

TO

RELEASE

Dated as of July 31, 2000**United States Service Marks and Trademarks**

<u>MARK</u>	<u>REG. NO.</u>	<u>DATE</u>
NEVADA BOB & FLAG DESIGN	2,168,868	6/30/98
NEVADA BOB & FLAG DESIGN	2,235,815	3/30/99
NEVADA BOB & RACKET DESIGN	1,961,957	3/12/96
NEVADA BOB'S	1,477,182	2/16/88
NEVADA BOB'S	1,688,162	5/19/92
NEVADA BOB'S	2,233,921	3/23/99
YOUR GAME. YOUR STORE	SN# 75/941,650	3/10/00
NEVADA BOB'S GOLF & DESIGN	SN# 75/941,062	3/10/00

**Foreign Service Marks and Trademarks**

<u>COUNTRY</u>	<u>MARK</u>	<u>APPLN./REG. NO.</u>	<u>DATE</u>
Australia	NEVADA BOB & Design	A494557	11/27/90
	NEVADA BOB'S	A494556	11/2/90
	MISCELLANEOUS DESIGN	A463977	11/2/90
Brunei	NEVADA BOB & Racket Design	18529	9/23/91
	NEVADA BOB'S	19623	9/23/91
Canada	NEVADA BOB'S GOLF AND TENNIS	TMA330,756	8/7/87
	NEVADA BOB'S	TMA395,510	3/13/92

<u>COUNTRY</u>	<u>MARK</u>	<u>APPLN./REG. NO.</u>	<u>DATE</u>
	NEVADA BOB & RACKET DESIGN	TMA381,382	3/8/91
China	BOB'S	772100	11/21/94
	BOB'S	772706	11/28/94
	BOB'S	773378	12/7/94
	BOB'S	718027	11/28/94
	BOB'S	718017	11/28/94
	BOB'S	772099	11/21/94
	BOB'S	772707	11/28/94
	BOB'S	773377	12/7/94
	BOB'S	714402	11/7/94
	BOB'S	715475	11/14/97
	NEVADA BOB LOGO	705860	9/14/94
	NEVADA BOB LOGO	719289	12/7/94
	NEVADA BOB LOGO	703891	8/28/94
	NEVADA BOB & Design	774,615	12/28/94
	NEVADA BOB & Design	778,382	2/21/95
	NEVADA BOB & Design	778,570	2/28/95
Indonesia	NEVADA BOB & Design	323732	1/6/96
	NEVADA BOB & Design	323117	1/5/96
	NEVADA BOB'S	322856	1/5/95
	NEVADA BOB'S	322857	1/5/95
Japan	NEVADA BOB'S	2710000	9/29/95
	NEVADA BOB'S	3308829	5/23/97
	NEVADA BOB'S	3287310	4/25/97
	NEVADA BOB'S	3229641	11/29/96
	NEVADA BOB'S	2712485	2/29/96
	NEVADA BOB & DESIGN	3258493	2/24/87

<u>COUNTRY</u>	<u>MARK</u>	<u>APPLN./REG. NO.</u>	<u>DATE</u>
	NEVADA BOB & DESIGN	3287309	4/25/97
	NEVADA BOB	1600515	7/28/83
	MISCELLANEOUS DESIGN	3191597	8/30/96
	MISCELLANEOUS DESIGN	1654666	1/26/84
	MISCELLANEOUS DESIGN	1672186	3/22/84
	MISCELLANEOUS DESIGN	2335351	9/30/91
	MISCELLANEOUS DESIGN	2121812	3/27/89
	MISCELLANEOUS DESIGN	2162376	8/31/89
Malaysia	NEVADA BOB & Racket Design	91/05960	9/26/91
	NEVADA BOB'S	91/05959	9/26/91
Mexico	NEVADA BOB & Design	514.436	1/22/96
	NEVADA BOB'S	509.629	11/8/95
New Zealand	NEVADA BOB & Design	252703	8/21/95
	NEVADA BOB & Design	252704	8/21/95
	NEVADA BOB & Design	205301	10/8/90
	NEVADA BOB'S	205300	10/8/90
	NEVADA BOB'S	252701	8/21/95
	NEVADA BOB'S	252702	8/21/95
Philippines	NEVADA BOB & Design	Appl. 115372	11/7/96
	NEVADA BOB'S	Appl. 115369	11/7/96
	NEVADA BOB'S	Appl. 115370	11/7/96
	NEVADA BOB'S	Appl. 115371	11/7/96
Singapore	NEVADA BOB & Design	Appl. 13359/96	12/13/96
	NEVADA BOB & Design	Appl. 13360/96	12/13/96
	NEVADA BOB & Design	Appl. 13361/96	12/13/96
	NEVADA BOB & Design	Appl. 13362/96	12/13/96
	NEVADA BOB & Design	7243/89	11/4/89

<u>COUNTRY</u>	<u>MARK</u>	<u>APPLN./REG. NO.</u>	<u>DATE</u>
	NEVADA BOB & Design	536/91	1/31/91
	NEVADA BOB'S	7242/89	11/4/89
	NEVADA BOB'S	Appl. 13363/96	12/13/96
	NEVADA BOB'S	Appl. 13364/96	12/13/96
	NEVADA BOB'S	Appl. 13365/96	12/13/96
	NEVADA BOB'S	Appl. 13366/96	12/13/96
South Africa	NEVADA BOB & Design	B95/04201	4/4/95
	NEVADA BOB'S	B95/04202	4/4/95
Taiwan	NEVADA BOB & Flag Design	Appl. 87041239	8/20/98
	NEVADA BOB & Racket Design	39189	10/1/89
	NEVADA BOB'S	39321	10/1/89
	NEVADA BOB'S	Appl. 87041238	8/20/98
Thailand	NEVADA BOB & Design	Appl. 376505	12/16/98
	NEVADA BOB & Design	Appl. 376506	12/16/98
	NEVADA BOB & Design	BOR9303	1/18/00
	NEVADA BOB'S	KOR87463	11/5/96
	NEVADA BOB'S	Appl. 321329	11/5/96
	NEVADA BOB'S	BOR6541	11/5/96



SCHEDULE B

TO

RELEASE

Dated as of July 31, 2000

Domain Names and URLs

Any domain names and uniform resource locators (URLs), wherever registered, that include the words "Nevada Bob's", "Nevada Bob", "NB" or "your game, your store", or any variation thereof, that are owned by Nevada Bob's Golf Inc. or its affiliates, including March Acquisition, Inc., including, without limitation:

Nevadabobs.com  
Nevadabobs.net  
Nevadabob.com  
Nevadabob.net  
Nevadabobs.ca