

09-12-2000



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8.14.20

### 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)

- Individual  General Partnership  Limited Partnership  Association
- 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.)

09/11/2000 NTHA11 00000224 75941650

FOR OFFICE USE ONLY

01 FC:481 40.00 OP  
02 FC:482 175.00 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: 002132 FRAME: 0678

**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  
Name of Person Signing

*Sandra McNaughton*  
Signature

August 11, 2000  
Date Signed

## TRADEMARK/SERVICE MARK ASSIGNMENT

AGREEMENT made this 31<sup>st</sup> day of July, 2000 by and between March Acquisition, Inc. (hereinafter referred to as "Assignor"), a Texas corporation, having its principal place of business at 12377 Merit Drive, Dallas, Texas 75251, and NB Trademarks, Inc. (hereinafter referred to as "Assignee"), a Delaware corporation, having its principal place of business at 200 West Ninth Street Plaza, Suite 102, Wilmington, Delaware 19801.

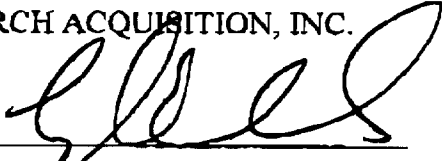
WHEREAS, Assignor and Assignee entered into a Contribution Agreement of even date herewith (the "Contribution Agreement") pursuant to which Assignor agreed to transfer, and transferred, to Assignee all right, title and interest in and to the Assignor's trademarks, service marks, trademark and service mark registrations, trade names and trademark and service mark applications which consist in whole or in part of the mark "NEVADA BOB'S", the slogan "your name, your store", the logos and design marks associated therewith, and variations thereof, including, without limitation: (i) the trademark and service mark registrations and trademark and service mark applications listed on Exhibit A attached hereto and made a part hereof, (ii) the goodwill of the business associated therewith, (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, and (iv) the right to sue for past, present and future infringements thereof (hereinafter referred to as the "ASSIGNED MARKS").

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, Assignor does hereby sell, assign, set over and transfer to

Assignee, Assignor's entire right, title and interest in and to the ASSIGNED MARKS, and the listed registrations and applications for registration therefor.

IN TESTIMONY WHEREOF, the parties have caused their names to be signed, effective as of the date set forth above.

MARCH ACQUISITION, INC.

By:   
\_\_\_\_\_

July 31, 2000

Print Name and Title Lyle P. Edwards,  
President and CEO

NB TRADEMARKS, INC.

By: \_\_\_\_\_

\_\_\_\_\_, 2000

\_\_\_\_\_  
Print Name and Title

26/07/00 10:46 ALIEN SPORT PRODUCTS → 14032600332  
JUL 28 2000 10:50AM EST PRCD INVESTMENTS 817 801 7675

NO. 824 003

No. 1096 P. 3/9

Assignee, Assignor's entire right, title and interest in and to the ASSIGNED MARKS,  
and the listed registrations and applications for registration therefor.

IN TESTIMONY WHEREOF, the parties have caused their names to be signed,  
effective as of the date set forth above.

MARCH ACQUISITION, INC.

By: \_\_\_\_\_

\_\_\_\_\_, 2000

Print Name and Title

NB TRADEMARKS, INC.

By: AT \_\_\_\_\_

7-28 \_\_\_\_\_, 2000

Anthony Loth  
Print Name and Title

Anthony Loth,  
Secretary

**SCHEDULE A**  
**United States Service Marks and Trademarks**

MARK	REG. NO.	DATE
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**

COUNTRY	MARK	APP. REG. NO.	DATE
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
	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

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	NEVADA BOB & Design	778,570	2/28/95
	BOB'S (Script)	93045575	11/6/93
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
	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

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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
	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

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