

11-08-2000



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

**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
8 11 00

Conveying Party

☐ Mark if additional names of conveying parties attached

Name

Execution Date
Month Day Year
10 19 00

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.)

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

REEL: 002169 FRAME: 0930

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)

<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"/>

Registration Number(s)

<input type="text" value="2128671"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<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.

Elizabeth A. Jaffe

Name of Person Signing



Signature

10-20-00

Date Signed

TRADEMARK ASSIGNMENT

WHEREAS, Kaotic Adventure LLC, a Colorado limited liability company located at 258 South Taylor Avenue, Louisville, Colorado ("Assignor"), owns the mark "KAOTIC" registered on the Principal Register of the United States Patent and Trademark Office as registration number 2128671 (the "mark");

WHEREAS, pursuant to the terms of a Security Agreement dated November 19, 1998, a copy of which is attached hereto as Exhibit A (the "Security Agreement"), upon default thereunder, Assignor is legally obligated to transfer and assign the mark to Mackintosh of New England Co. ("Assignee");

WHEREAS, Assignor has defaulted under the Security Agreement, has received notice of said default, and has acknowledged same;

WHEREAS, pursuant to the terms of the Security Agreement, Assignee is appointed Assignor's attorney in fact for purposes of executing this Trademark Assignment upon default of Assignor under the Security Agreement;

WHEREAS, Assignee, a Delaware corporation located at P.O. Box 720, Flanders, New Jersey, desires to repossess and acquire the mark and the above referenced registration;

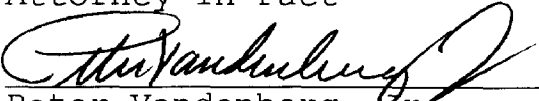
NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor hereby sells, assigns and transfers to Assignee all

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right, title and interest in and to the mark, together with the goodwill of the business symbolized by the mark, and the registration thereof, effective as of August 11, 2000.

KAOTIC ADVENTURE LLC

By: Mackintosh of New England Co.,
its Attorney-In-Fact

By: 
Peter Vandenberg, Jr.

Title: President

STATE OF FLORIDA)
) ss.:
COUNTY OF MIAMI-DADE)

October SUBSCRIBED and SWORN to before me this 19 day of
2000.

Marilyn D. Kuffner
Notary Public

My Commission Expires:

6/29/02



**PURCHASE MONEY
TRADEMARK SECURITY AGREEMENT**

SECURITY AGREEMENT made as of the 19th day of November, 1998 by and between, Kaotic Adventure LLC, a Colorado limited liability company ("Debtor") and Mackintosh of New England Co., a Delaware corporation ("Creditor").

Pursuant to a Trademark Purchase Agreement dated even date herewith, Creditor sold to Debtor the trademark "Kaotic" and certain associated property. In part payment, the Debtor executed and delivered to Creditor the Debtor's promissory installment note in the principal amount of \$70,000 (the "Note") and agreed to grant a security interest in the property to Creditor.

NOW THEREFORE, it is hereby agreed as follows:

1. To secure payment of the Note, and any renewals or extensions thereof, plus all costs of collection, including attorneys fees incurred by Creditor upon the occurrence of an event of default, Debtor assigns, transfers, and conveys to Creditor (for security purposes only), and Debtor grants to Creditor a security interest in, the following described property (hereinafter referred to as the "Collateral"):

- a. All right, title, and interest in and to the trademark hereinafter identified, together with the goodwill of the business symbolized by such mark and the registration thereof in the United States Patent and Trademark Office (the "Trademark"):

<u>Mark</u>	<u>Registration Date</u>	<u>Registration No.</u>
Kaotic	January 13, 1998	2128671

- b. All causes of action, claims and demands or other rights for, or arising from, any infringement, including past infringement of the mark.

2. The Debtor hereby warrants and represents to Creditor as follows:

- a. Except for the security interest granted to Creditor hereby, the Debtor has not assigned, transferred, conveyed, hypothecated, or granted a security interest in the Collateral;

- b. Debtor's principal place of business is located at the address set forth in Paragraph 8 below.

3. Unless and until an event of default shall occur and be continuing, Debtor shall have the right to use the Collateral in the ordinary course of Debtor's business, but Debtor shall not sell, assign, transfer, or otherwise encumber the Collateral or grant to anyone other than Creditor any license or right to use the Collateral or any part thereof; nor shall Debtor abandon the Trademark or cancel or permit the expiration of registration of the Trademark in the United States Patent and Trademark Office.

4. Each of the following shall constitute in an event of default:

- a. If Debtor shall default in any of its obligations pursuant to the Note, and if such default shall continue for a period of five (5) days after notice;
- b. If Debtor should breach any of the terms of this Security Agreement;
- c. If any warranty made by Debtor to Creditor proves to have been false in any material respect when made;
- d. Dissolution or insolvency of, or assignment for the benefit of creditors by, Debtor.

5. Upon the occurrence of an event of default, the Creditor shall propose to retain the Collateral in full satisfaction of the Debtor's obligations. Creditor shall give notice of such proposal in accordance with section 9-505 (2) of the Uniform Commercial Code. In the absence of written objection to such proposal, the Creditor shall retain the collateral in full satisfaction of the Debtor's obligations. If the Creditor receives objection in writing from a person entitled to receive notice within 21 days after the notice was sent, the Creditor shall be entitled to exercise in respect to the Collateral all of the rights and remedies available to a secured party upon default under the Uniform Commercial Code and such other rights and remedies as may be provided for herein and as might be provided for by law.

6. Creditor may purchase the Collateral at any public sale, and the requirement of reasonable notice shall be met by seven (7) days written notice.

7. Debtor will execute and deliver to Creditor such Uniform Commercial Code financing statements, continuation statements, amendments, assignments, and other documents as Creditor may deem appropriate in order to perfect and preserve Creditor's security interest in the Collateral and to transfer title to the Collateral to any purchaser at a foreclosure sale or to the Creditor as the case may be, and, in default thereof, Debtor hereby constitutes and appoints Creditor as Debtor's true and lawful agent and attorney for such purpose. This power is coupled with an interest and is irrevocable.

8. Any notice required or permitted hereunder or by law shall be deemed served when served personally, when delivered by a courier service such as Federal Express, or two (2) days after deposit in the United States mail, proper postage affixed, addressed to the respective parties as follows:

To Debtor:

Kaotic Adventure LLC
6325 Gunpark Drive
Suite 200
Boulder, CO 80301-3307

To Creditor:

Mackintosh of New England Co.
1373 Broad Street
Clifton, New Jersey 07013
Attention: President

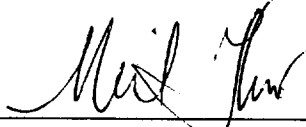
Either party may change the address for service of notice by giving notice in accordance with this paragraph; provided, however, that Debtor shall not change its principal place of business except upon thirty (30) days prior written notice to Creditor.

9. This Agreement shall be governed by and construed in accordance with the laws of the State of New Jersey applicable to contract made and to be performed in that state.

IN WITNESS WHEREOF, the parties have signed this Agreement as of the day and year first above written.

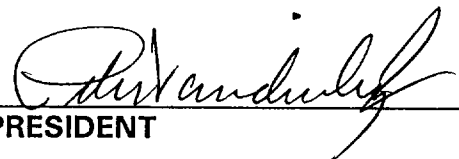
DEBTOR:

KAOTIC ADVENTURE LLC

BY: 
TITLE: DIRECTOR

CREDITOR:

MACKINTOSH OF NEW ENGLAND CO.,
a Delaware corporation

BY: 
PRESIDENT

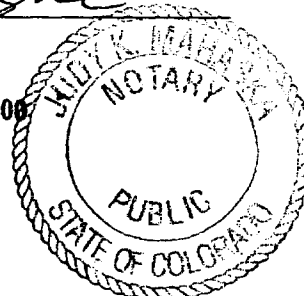
STATE OF _____)
) SS.
COUNTY OF _____)

I, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY that Neil Thew, personally known to me and personally known to me to be the director of Kaotic Adventure LLC, a Colorado limited liability company, appeared before me this day in person and acknowledged that he signed the above and foregoing instrument as his free and voluntary act and as the free and voluntary act of the company pursuant to authority granted to him by the members or managers of the company for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and notarial seal this 22nd day of December, 1998.

Jedryk Mahesh
NOTARY PUBLIC

My Commission Expires 11/23/2000



Florida

STATE OF ~~NEW JERSEY~~)
) SS.
COUNTY OF DADE)

I, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY that Peter Vandenberg, Jr., personally known to me and personally known to me to be the President of Mackintosh of New England Co., a Delaware corporation, appeared before me this day in person and acknowledged that he signed the above and foregoing instrument as his free and voluntary act and as the free and voluntary act of the corporation pursuant to authority granted to him by the board of directors of the corporation for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and notarial seal this 5th day of January, 1998.9

Christina L. Frost
NOTARY PUBLIC

