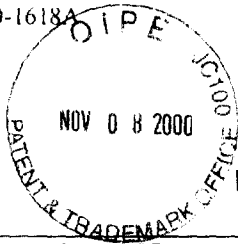


11-29-2000



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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 United States Marshals services Execution Date 05 30 2000

Formerly United States Department of Justice, Commercial Litigation Branch, Civil Division

- Individual General Partnership Limited Partnership Corporation Association
- Other United States Government Agency
- Citizenship/State of Incorporation/Organization United States

Receiving Party

Mark if additional names of receiving parties attached

Name Mark McManis, Inc.

DBA/AKA/TA _____

Composed of _____

Address (line 1) 15821 Chief Court

Address (line 2) _____

Address (line 3) Fort Meyers Florida / U.S.A. 33912
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 Florida

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 **(703) 812-5312**

Name **Alan E.J. Branigan, Esq.**

Address (line 1) **Millen, White, Zelano & Branigan, P.C.**

Address (line 2) **2200 Clarendon Boulevard**

Address (line 3) **Suite 1400**

Address (line 4) **Arlington, Virginia 22201**

Pages Enter the total number of pages of the attached conveyance document including any attachments. # **4**

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)		
			0706228		

Number of Properties

Enter the total number of properties involved.

1

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41):

\$ **40.00**

Method of Payment: **Check No. 1829** Enclosed Deposit Account

Deposit Account **1829**

(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.

ALAN E.J. BRANIGAN

Name of Person Signing


Signature

11/7/00

Date Signed

**BILL OF SALE, ASSIGNMENT AND ASSUMPTION
OF INTELLECTUAL PROPERTY**

This BILL OF SALE, ASSIGNMENT AND ASSUMPTION OF INTELLECTUAL PROPERTY (the "Agreement"), dated as of this ___ day of May, 2000, is entered into between the United States Marshals Services, (the "USMS"), and Mark McManus, Inc., a Florida corporation (the "Acquiror") .

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

1. The USMS does hereby sell, grant, convey, assign, transfer and deliver to Acquiror all of the USMS's and/or the United States Department of Justice, Commercial Litigation Branch, Civil Division, right, title and interest in and to the trademarks set forth on Schedule A attached hereto together with all goodwill of the business associated therewith and symbolized thereby and all federal and state registrations and applications thereof with respect thereto (collectively, the "Intellectual Property"), free and clear of any and all known liens, mortgages, equities, security interests, pledges, charges, debts and taxes. The Acquiror hereby assumes and accepts the Intellectual Property. As consideration for the assignment of the Intellectual Property, Acquiror shall deliver to USMS a check in the amount of \$1,000.

2. The USMS further agrees that it will at any time and from time to time, at the request of Acquiror, execute and deliver to Acquiror all other and further instruments necessary to vest in Acquiror the right, title and interest in or to any of the Intellectual Property which this instrument purports to transfer to Acquiror.

3. The USMS acknowledges and agrees that henceforth the Acquiror is the exclusive owner of the Intellectual Property and goodwill associated therewith, and the USMS further agrees to refrain from using the Intellectual Property or any confusingly similar intellectual property in the future.

4. Any individual, partnership, corporation or other entity may rely, without further inquiry, upon the powers and rights herein granted to the Acquiror and upon any notarization, certification, verification or affidavit by any notary public of any state relating to the authorization, execution and delivery of this Agreement or to the authenticity of any copy, conformed or otherwise, hereof.

5. All of the terms and provisions of this Agreement will be binding upon the USMS and its successors and assigns and will inure to the benefit of Acquiror and its successors and assigns.

6. This Agreement shall be governed by and interpreted in accordance with the laws of the State of Florida, without regard to conflict of law principles thereunder.

[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK]

STATE OF FLORIDA)
) SS:
COUNTY OF LEE)

I hereby certify that on this 15 day of May, 2000, personally appeared MARK MCMANUS, the PRESIDENT of Mark McManus, Inc., a corporation organized under the laws of Florida, who is personally known to me or who produced the following identification (FLORIDA DRIVER LICENSE), and he/she acknowledged before me that he/she executed the foregoing document as his/her free act and deed as such officer, for the uses and purposes therein mentioned, and that said instrument is the act and deed of said corporation.

In Witness Whereof, I have hereunto set my hand and seal in the County and State aforesaid as of this 15 day of MAY, 2000.



TIMOTHY L. FOWLER
My Comm Exp. 6/04/00
Bonded By Service Ins
No. CC559209
 Personally Known (1001 B)



(Name of Notary)
Notary Public, State of _____
Commission or Serial No.: _____
My commission expires:

Exhibit "A"

"Apache" trademark

"Apache Powerboats" and design trademark (Indian logo with stars on either side)

Florida trademark registration T01049

U.S. trademark registration 706,228