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TO THE ASSISTANT COMMISSIONER OF PATENTS AND TRADEMARKS: Please record the attached original documents or copy thereof.

1. Name of conveying party: 11-14-00

Michael Owen O'Donnell
17 Lowerbank Road
Fulwood, Preston
PR2 8NS ENGLAND

- Individual
- Association
- General Partnership
- Limited Partnership
- Corporation - State
- Other:

Additional name(s) of conveying party(ies) attached?
 Yes No

2. Name and address of receiving party:

Kerfoot Industries International, Ltd.
Tropic Isle Cay
Road Town, Tortola
BRITISH VIRGIN ISLANDS

- Association
- General Partnership
- Limited Partnership
- Corporation - State
- Other: Limited Liability Company

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No

(Designations must be a separate document from Assignment)
Additional name(s) and address(es) attached?
 Yes No

3. Nature of conveyance:

- Assignment
- Merger
- Security Agreement
- Change of Name
- Other:

Execution Date: March 1, 2000

4. Application number(s) or registration number(s):

a. Trademark Application No(s):
75/881,872 75/909,164
75/577,513 75/832,219

b. Trademark Registration No(s):

Additional numbers attached? Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Stacey R. Halpern
KNOBBE, MARTENS, OLSON & BEAR, LLP
Customer No. 20,995

Internal Address: Sixteenth Floor
Street Address: 620 Newport Center Drive
City: Newport Beach State: CA ZIP: 92660
Attorney's Docket No.:
DIBB153.001TUS/002TUS/003TUS/004TUS

7. Total fee (37 CFR 3.41): \$115.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number: 11-1410

Please charge this account for any additional fees which may be required, or credit any overpayment to this account.

6. Total number of applications and registrations involved: 4

9. 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.

Name of Person Signing Stacey R. Halpern
Signature

Date Nov 8, 2000

Total number of pages including cover sheet, attachments and document: 5

Mail documents to be recorded with required cover sheet information to:

Commissioner of Patents and Trademarks
Box Assignments
Washington, D.C. 20231

DIBB153.001TUS/002TUS/003TUS/004TUS

NUNC PRO TUNC TRADEMARK ASSIGNMENT CONFIRMATION

This Trademark Assignment Confirmation (hereinafter referred to as "Assignment") is effective as of 1st day of MARCH, 2000, (the "effective date") by and between Michael Owen O'Donnell, a Citizen of the United Kingdom ("ASSIGNOR"), and Kerfoot Industries International Ltd, a limited liability company organized and existing under the laws of the British Virgin Island ("ASSIGNEE").

WHEREAS, ASSIGNOR was the owner of an unincorporated business trading as Kerfoot Industries;

WHEREAS, on 14 SEPTEMBER 1999 ASSIGNEE incorporated under the name Kerfoot Industries International Ltd, a limited liability company organized and existing under the law of the British Virgin Island;

WHEREAS, prior to the incorporation of ASSIGNEE, at all times between October 27, 1998 and the effective date of this agreement, ASSIGNOR was actively involved, on a day-to-day basis in the selection and plans to use the mark 19TH HOLE (the "Mark") and the goodwill associated with the products and services which will be provided in connection with the Mark;

WHEREAS, ASSIGNOR was prior to the effective date of this agreement, the owner of the federal trademark applications relating to the Trademark listed in Schedule B, attached hereto and incorporated herein by reference (hereinafter collectively referred to as the "Applications");

WHEREAS, ASSIGNOR did assign to ASSIGNEE, as of the effective date of this agreement, all rights, title, and interest as ASSIGNOR did possess in and to the Mark and Applications worldwide, together with the goodwill and business associated therewith, and certain tangible assets as indicia of said goodwill;

WHEREAS, ASSIGNEE was desirous of acquiring herewith all rights, title, and interest in and to the Mark and Applications and any registrations which issued therefrom worldwide and any other registered or unregistered trademarks owned or used by ASSIGNOR or any of its licensees worldwide, together with the goodwill and business associated therewith, and certain tangible assets as indicia of said goodwill, and, did acquired, as of the effective date of this agreement, such rights, title, and interest in and to the Mark and Applications and any other registered or unregistered trademarks owned or used by ASSIGNOR or any of its licensees worldwide, together with the goodwill and business associated therewith, and certain tangible assets as indicia of said goodwill;

BONX

TRADEMARK

REEL: 002187 FRAME: 0292

WHEREAS, ASSIGNOR wishes to confirm its assignment of said Applicants and Mark to ASSIGNEE, as of the effective date of this agreement;

NOW, THEREFORE, for good and adequate consideration, the receipt and sufficiency of which is hereby acknowledged, ASSIGNOR hereby confirms its assignment and sales to ASSIGNEE all rights, title, and interest as ASSIGNOR may possess in and to the following, nunc prop tunc March 1st, 2000:

- (1) the Mark set forth in Schedule A; and
- (2) the Applications set forth in Schedule B.

together with the goodwill and business symbolized by said Mark and Applications, owned by ASSIGNOR concurrent with the transfer of certain tangible assets as indicia of said business and goodwill.

Executed at FULWOOD, PRESTON LANC, ENGLAND, this 20 OCTOBER, 2000 nunc prop tunc

March 1st, 2000.

KERFOOT INDUSTRIES INTERNATIONAL LTD
A Limited Liability Company

By: MICHAEL OWEN O'DONNELL

Name: _____

Title: DIRECTOR

Michael Owen O'Donnell
Michael Owen O'Donnell

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UNITED STATES OF AMERICA

DEED OF ASSIGNMENT

This Assignment is made this day of 2000 BETWEEN Michael Owen O'Donnell a citizen of the United Kingdom located and doing business at 17 Lowerbank Road, Fulwood, Preston, PR2 8NS, England (the "Assignor") and Kerfoot Industries International Ltd a limited liability company organised and existing under the laws of located and doing business at Tropic Isle Cay, Road Town, Tortola, British Virgin Islands (the "Assignee").

WHEREAS Michael Owen O'Donnell has adopted, used and is using the trademarks as set out in the schedule below; and

WHEREAS Assignee is desirous of acquiring said trademarks and the registrations thereof:

NOW THEREFORE, in consideration of and in exchange for the sum of Five hundred pounds sterling (£500.00) and other good and valuable consideration, receipt of which is hereby acknowledged, said Michael Owen O'Donnell does hereby assign unto said Kerfoot Industries International Ltd all rights, title and interest in and to the trademarks and the registrations thereof, together with the goodwill of the business symbolized by the trademarks.

THE SCHEDULE above referred to

Trademark	Serial No	Application Date
19TH HOLE	75/577513	27 October 1998
19TH HOLE	Class 25 application *	26 October 1999 **
19TH HOLE	Class 34 application *	22 December 1999 **
19TH HOLE	Class 3, 14, 28,42 application *	4 February 2000 **

* Serial number not yet received from United States Patent Office

** Filing date - subject to confirmation

IN WITNESS WHEREOF, the parties have executed this document in accordance with their respective constitutions

Michael Owen O'Donnell

By: [Signature] Full Name: MICHAEL OWEN O'DONNELL

Kerfoot Industries International Ltd

By: [Signature] Full Name: MICHAEL JAMES SHORT Position: DIRECTOR

SCHEDULE

Referred to in Section 4

4. Application number(s) or registration(s):

Trademark	Serial No.	Application date	Status
19TH HOLE	75/577513	27 October 1998	Pending
19TH HOLE	Class 25 application	26 October 1999	Pending
19TH HOLE	Class 34 application	22 December 1999	Pending
19TH HOLE	Class 3, 14, 28 & 42 application	4 February 2000	Pending