

12-22-2000



101560277

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)

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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.)

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12/22/2000 DNGUYEN 00000015 2285865

01 FC:481  
02 FC:482

40.00 OP  
25.00 DP

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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

**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)

**RETURN TO:**  
**FEDERAL RESEARCH CORP.**  
**400 SEVENTH STREET NW**  
**SUITE 101**  
**WASHINGTON DC 20004**

**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="2285865"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text" value="2272617"/>	<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"/>	<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.

Lisa Board

Name of Person Signing

*Lisa Board*

Signature

12/18/2000

Date Signed

## ASSIGNMENT OF TRADEMARKS

THIS ASSIGNMENT OF TRADEMARKS ("Assignment") made and entered into this 31 day of October, 2000 by and among BRS INVESTMENTS, INC. (the "Assignor"), and BIG ROCK SPORTS, LLC, (the "Assignee").

### RECITALS

Pursuant to that certain Contribution Agreement dated October 31, 2000 (the "Contribution Agreement") by and among the Assignee, Assignor and the others party thereto, the Assignor has agreed to sell and the Assignee has agreed to purchase the registered trademarks, servicemarks and tradenames "Big Rock" and "Big Rock Sports" (collectively the "Trademarks").

### COVENANTS

NOW, THEREFORE, in consideration of the premises hereof, and the other good and valuable consideration delivered pursuant to the Contribution Agreement the receipt and sufficiency of which are hereby acknowledged, the Assignee and Assignor hereby agree as follows:

1. Assignment of Trademarks. The Assignor hereby assigns, and the Assignee hereby accepts assignment of, all of the Assignor's worldwide right, title and interest in and to the Trademarks set out below, together with all of the goodwill of the business associated with the use of and symbolized by the Trademarks; and together with all claims that could have been asserted by the Assignor for damages by reason of past infringement by third parties of any of the Trademarks prior to the date hereof, with the same right to sue for, and collect the same for the Assignee's own use and benefit and for the use and benefit of its successors, assigns and/or its other legal representatives:

"Big Rock" – Reg. No. 2,285,865

"Big Rock Sports" – Reg. No. 2,272,617

Such Trademarks are assigned to Assignee subject to the security interest therein granted to First Union Commercial Corporation as Agent for First Union National Bank and other lenders pursuant to the terms of Assignee's and Subsidiaries' obligations to such lenders as evidenced by the Credit Facility (the "First Union Security Interest").

Assignor represents and warrants that it has good, valid and marketable title to such Trademarks, free and clear of all liens, claims, security interests, encumbrances and adverse rights or interests, except for the First Union Security Interest, and acknowledges and agrees that it will forever warrant and defend said title against the claims and demands of any and all persons, except those claims and demands of the holder of the First Union Security Interest.

2. Further Action. The Assignor and the Assignee further agree to do and perform all such acts and things, and execute such instruments as may be necessary or appropriate to implement the assignment of the Trademarks as contemplated herein, including without limitation, filing by the Assignor of this Assignment with the United States Patent and Trademark Office to evidence


this assignment.

3. Construction. Capitalized terms used herein and not otherwise defined shall have the meaning ascribed to them in the Contribution Agreement.

IN WITNESS WHEREOF the Assignee and the Assignor have caused this Agreement to be duly executed and sealed in their name by their duly authorized representatives, this 31 day of October, 2000.

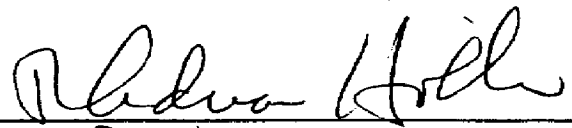
(Signatures on Attached Page)

**BIG ROCK SPORTS, LLC.**

BY:   
TITLE: Assistant Secretary

(SEAL)

**BRS INVESTMENTS, INC.**

BY:  (SEAL)  
TITLE: President