

03-30-2001



101626878

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 10-5-2000		Conveyance Type	
<input checked="" type="checkbox"/> New		<input type="checkbox"/> Assignment	<input type="checkbox"/> License
<input type="checkbox"/> Resubmission (Non-Recordation)	Document ID # _____	<input type="checkbox"/> Security Agreement	<input checked="" type="checkbox"/> Nunc Pro Tunc Assignment
<input type="checkbox"/> Correction of PTO Error	Reel # _____ Frame # _____	<input type="checkbox"/> Merger	Effective Date Month Day Year 07 01 00
<input type="checkbox"/> Corrective Document	Reel # _____ Frame # _____	<input type="checkbox"/> Change of Name	
		<input type="checkbox"/> Other	_____

Conveying Party Mark if additional names of conveying parties attached

Name **USA I, Inc.** Execution Date
Month Day Year _____

Formerly _____

Individual General Partnership Limited Partnership Corporation Association

Other _____

Citizenship/State of Incorporation/Organization **Delaware**

Receiving Party Mark if additional names of receiving parties attached

Name **Streetball Partners International, Inc.**

DBA/AKATA _____

Composed of _____

Address (line 1) **546 East Main Street**

Address (line 2) _____

Address (line 3) **Lexington** **Kentucky** **40596**
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 **Delaware**

FOR OFFICE USE ONLY

365E
NO SPEC FEE

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: 002218 FRAME: 0035

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="76/066033"/>	<input type="text" value="75/768419"/>	<input type="text" value="75/266817"/>	<input type="text" value="1,832,465"/>	<input type="text" value="1,844,508"/>	<input type="text" value="1,589,427"/>
<input type="text" value="76/025164"/>	<input type="text"/>	<input type="text"/>	<input type="text" value="1,997,683"/>	<input type="text" value="2,321,293"/>	<input type="text" value="2,179,032"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text" value="2,241,083"/>	<input type="text" value="1,928,587"/>	<input type="text" value="1,954,584"/>

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.

J. Michael Hurst

12.3.0

Name of Person Signing

Signature

Date Signed

RECORDATION FORM COVER SHEET
CONTINUATION
TRADEMARKS ONLY

Conveying Party

Enter Additional Conveying Party

Mark if additional names of conveying parties attached

Execution Date
Month Day Year

Name

Formerly

Individual General Partnership Limited Partnership Corporation Association

Other

Citizenship State of Incorporation/Organization

Receiving Party

Enter Additional 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

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Other

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1,925,961	<input type="text"/>	<input type="text"/>
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Assignment of Trademarks

This Assignment of Trademarks is made and entered into by and between USA I, Inc., a Delaware Corporation located at 546 East Main Street, Lexington, Kentucky 40506 ("Assignor"), and Streetball Partners International, Inc., a Delaware Corporation located at 546 East Main Street, Lexington, Kentucky 40506 ("Assignee").

WHEREAS, Assignor has adopted and is the exclusive owner of all right, title and interest in and to various United States trademark applications and registrations as set forth on the attached "Schedule of Trademarks", which are referred to hereinafter as the Marks; and

WHEREAS, Assignee desires to acquire all right, title and interest in and to the Marks, along with the goodwill associated therewith,

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 right, title and interest in and to the Marks, together with the goodwill symbolized by the Marks, and the registrations, applications and/or common law uses thereof, *nunc pro tunc*, effective as of July 1, 2000.

IN WITNESS WHEREOF, the parties have caused this instrument to be duly executed as of the day and year first written above.

USA I, Inc.

Jerry L. Felix

By

Jerry L. Felix
Chief Financial Officer

Streetball Partners International, Inc.


Jerry L. Felix

By

Jerry L. Felix
Chief Financial Officer

Schedule of Trademarks

MARK	OWNER	GOODS	STATUS
COURT OF DREAMS	Streetball Partners, Inc.	Arrangement and conducting of athletic competitions.	<i>Registered</i> Reg.# - 1,832,465 Reg. - 04.19.94
HOOP-IT-UP	Streetball Partners, Inc.	T-shirts, shorts, hats and sweat-shirts.	<i>Registered</i> Reg.# - 1,844,508 Reg. - 07.12.94
HOOP-IT-UP	Streetball Sports Ventures Partners, LP	Entertainment services, namely conducting basketball contests.	<i>Registered</i> (§ 8 & 15) Reg.# - 1,589,427 Reg. - 03.27.90
STOP HACKIN' QUIT CRYIN' PLAY BALL	Streetball Sports Ventures Partners, LP	T-shirts, sweat shirts, sweat pants, shorts, tank tops, jerseys, sport shirts, pants, warmup suits, rain coats, hats and caps.	<i>Registered - Supp.</i> Reg.# - 1,997,683 Reg. - 08.27.96
REV-IT-UP	Streetball Sports Ventures Partners, LP	Entertainment and educational services in the nature of teaching automobile driving skills, racing competitions, and test driving high performance automobiles.	Pending - ITU Ser.# - 76/066033 Filed - 06.07.00
LET-IT-FLY	Streetball Sports Ventures Partners, LP	Entertainment services in the nature of amateur football tournaments.	Published - ITU Ser.# - 75/768419 Published - 02.29.00
GET OUT OF THE CROWD AND INTO THE GAME!	Streetball Sports Ventures Partners, LP	Entertainment services in the nature of arranging and conducting athletic competitions, namely basketball, golf and football competitions.	<i>Registered</i> Reg.# - 2,321,293 Reg. - 02.22.00
WHO'S GOT NEXT	Streetball Sports Ventures Partners, LP	Clothing, namely, t-shirts, shorts, hats and sweatshirts. Entertainment services, namely, conducting basketball contests.	Pending - iTU Ser.# - 75/266817 Filed - 03.31.97

MARK	OWNER	GOODS	STATUS
GOLF SKILLS CHALLENGE & design 	Streetball Sports Ventures Partners, LP	Entertainment services in the nature of professional and amateur golfing events.	<i>Registered</i> - Part. 2(f) Reg.# - 2,179,032 Reg. - 08.04.98
KICK-IT-UP	Streetball Sports Ventures Partners, LP	Entertainment services in the nature of amateur soccer tournaments.	<i>Pending</i> - ITU Ser.# - 76/025164 Filed - 04.12.00
HOOP-D-DO	Streetball Sports Ventures Partners, LP	Entertainment services in the nature of amateur basketball tournaments.	<i>Registered</i> Reg.# - 2,241,083 Reg. - 04.20.99
SPIKE-IT-UP	Streetball Sports Ventures Partners, LP	T-shirts, shorts, hats, sweatshirts, and sweatpants. Entertainment services in the nature of live volleyball tournaments.	<i>Registered</i> Reg.# - 1,928,587 Reg. - 10.17.95
EVERYTHING ELSE WAS JUST PRACTICE	Streetball Sports Ventures Partners, LP	T-shirts, sweatshirts, sweatpants, shorts, tank tops, jerseys, sport shirts, pants, warmup suits, jackets, rain coats, hats, and caps.	<i>Registered</i> Reg.# - 1,954,584 Reg. - 02.06.96
EVERYTHING ELSE WAS JUST PRACTICE	Streetball Sports Ventures Partners, LP	Entertainment services, namely arranging and conducting athletic competitions, namely basketball, football, volleyball and hockey competitions.	<i>Registered</i> Reg.# - 1,925,961 Reg. - 10.10.95

Spanish Trademarks

MARK	OWNER	GOODS	STATUS
HOOP-IT-UP	Streetball Partners, Inc.	Educacion; formacion incluida la profesional; diversion, y esparcimiento, actividades deportivas y culturales, doma y adiestramiento de animales.	<i>Registered</i> Reg.# - 1700517 M Reg. - 01.04.93

Canadian Trademarks

MARK	OWNER	GOODS	STATUS
HOOP-IT-UP	Streetball Sports Ventures Partners, LP	Entertainment services in the nature of three-on-three amateur basketball tournaments.	<i>Registered</i> Reg.# - TMA508068 Reg. - 02.15.99