

02-12-2001



OVER SHEET

U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

ONLY

To the Honorable Co

101612164

and the attached original documents or copy thereof.

1. Name of conveying party(ies):
MVP.COM, INC.

1-30-01

- Individual(s)
- General Partnership
- Corporation-State **Delaware**
- Other _____
- Association
- Limited Partnership

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

3. Nature of conveyance:

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

Execution Date: January 26, 2001

2. Name and address of receiving party(ies):

Name: **MVP.COM SPORTS, INC.**

Internal Address:

Street Address: **2200 W. Cypress Creek Road**
City: **Ft. Lauderdale** State: **FL** Zip: **33309**

- Individual(s) citizenship _____
- Association
- General Partnership _____

- Limited Partnership _____
- Corporation-State **Delaware**
- Other _____

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) & address(es) attached? Yes No

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

A. Trademark Application No.(s)

76-055,568

75-767,164



01-30-2001

U.S. Patent & TMO/TM Mail Rpt. Dt. #40

02/09/2001 6TOM11 00000286 501561 76055568

01 FC:481 40.00 CH
02 FC:482 25.00 CH

B. Trademark registration No.(s)

Additional numbers attached? Yes No

US PATENT & TRADEMARK OFFICE
JAN 30 P 2:29
TRADEMARK FEE PROCESS. RECEIVED

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

Name: **Daniel I. Schloss, Esq.**

Internal Address: **Greenberg Traurig, LLP**

Street Address: **200 Park Avenue, 20th Floor**

City: **New York** State: **NY** Zip: **10166**

6. Total number of applications and registrations involved:

2

7. Total fee (37 CFR 3.41):

\$ **65.00**

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

50-1561

(Attached duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

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

Daniel I. Schloss
Name of Person Signing

Daniel I. Schloss
Signature

January 29, 2001
Date

Total number of pages comprising cover sheet:

4

SCHEDULE A

COMMON-LAW MARKS

GEAR.INSIGHT.PERFORMANCE (Class 35)

GEAR.INSIGHT.PERFORMANCE (Class 42)



REGISTRATIONS AND PENDING APPLICATIONS

MVP:

REGISTRATION No.	PENDING APPLICATION No.	MARK	REGISTRATION DATE	FILING DATE
	76/055,568	MVP.COM		May 23, 2000
	75/767,164	MVP.COM		August 3, 1999
1,059,198 (Canada)		MVP.COM		May 16, 2000
1,062,478 (Canada)		MVP.CA		June 9, 2000
50310		MVP		November 14, 1984
50311		MVP SPORTING GOODS		November 14, 1984
EE 99.0879 (Tunisia)		MVP		May 31, 1999

ASSIGNMENT OF TRADEMARKS AGREEMENT

WHEREAS, MVP.COM, Inc., a Delaware corporation, (the "Assignor"), is the owner of all right, title and interest in and to the trademarks and service marks and United States Trademark registrations and pending applications therefor, and certain other foreign and common-law trademarks and service marks as set forth and more particularly described on Schedule A annexed hereto (collectively hereinafter the "Marks");

WHEREAS, MVP.com Sports, Inc., a Delaware corporation (the "Assignee"), is acquiring all or substantially all of the assets and goodwill of the business to which the Marks pertain and is desirous of acquiring all right, title, and interest in and to the Marks;

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, the Assignor hereby assigns, sells and transfers to the Assignee all right, title, and interest in and to the Marks, together with the goodwill of the business symbolized by the Marks, and the right to sue and recover damages and profits for third-party infringements, if any.

The Assignor agrees to cooperate in the Assignee's registration, maintenance, and protection of the Marks, and the Assignor agrees to execute any documents reasonably requested by the Assignee for this purpose.

IN WITNESS WHEREOF, the Assignor has caused this Assignment to be duly executed by its officer thereunto duly authorized as of this 26 day of January 2001.

MVP.COM, INC.

By: John H Costello
Name: John H. Costello
Title: President + CEO

STATE OF ILLINOIS)
) ss.:
COUNTY OF COOK)

On this 26 day of January 2001, before me personally appeared John Costello, to me known, who, being by me duly sworn, did depose and say that (s)he is the President + CEO of MVP.com, the Delaware corporation described in and which executed the foregoing instrument; and that (s)he signed his name thereto pursuant to the authorization of said corporation.

Sandra E. Cerda
Notary Public

