

02-28-2001



101623195

U.S. Department of Commerce  
Patent and Trademark Office  
TRADEMARK

FEB 16 2001

### RECORDATION FORM COVER SHEET TRADEMARKS ONLY

2-16-01

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

75688026

- 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/AKATA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)     
City 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.)

#### FOR OFFICE USE ONLY

02/27/2001 DBYRNE 00000210 75688026

01 FC:481 40.00 OP  
02 FC:482 350.00 OP

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: 002242 FRAME: 0054

**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="75/688,026"/>	<input type="text" value="75/688,029"/>	<input type="text" value="75/759,502"/>
<input type="text" value="75/688,027"/>	<input type="text" value="75/759,501"/>	<input type="text" value="75/759,500"/>
<input type="text" value="75/704,633"/>	<input type="text" value="75/704,635"/>	<input type="text" value="75/506,378"/>

<input type="text" value="1,949,001"/>	<input type="text" value="2,257,846"/>	<input type="text" value="2,261,347"/>
<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.

Kevin A. Cahill

February 5, 2001

Name of Person Signing

Signature

Date Signed

**RECORDATION FORM COVER SHEET  
CONTINUATION  
TRADEMARKS ONLY**

FORM PTO-1618C  
Expires 06/30/99  
OMB 0651-0027

U.S. Department of Commerce  
Patent and Trademark Office  
**TRADEMARK**

**Conveying Party**  
Enter Additional Conveying Party

Mark if additional names of conveying parties attached

Execution Date  
Month Day Year

FEB 16 2001

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

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 the Assignment.)

**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)**

75/847,767

75/846,949

76/052,998



















**Registration Number(s)**

## ASSIGNMENT OF TRADEMARKS

Randall International, a California Corporation ("Assignor"), has previously adopted and used in its business the trademarks listed on Exhibit "A" attached hereto and fully incorporated herein ("Trademarks"), for which Assignor owns the federal trademark registrations registered by the United States Patent and Trademark Office as listed on Exhibit "A" ("Trademark Registrations"), and owns the pending trademark applications filed with the United States Patent and Trademark Office as listed on Exhibit "A" ("Trademark Applications").

Assignor and Randall International LLC, a Delaware Limited Liability Company ("Assignee") are parties to that certain Bill of Sale and Assignment, dated December 31, 2000 ("Bill of Sale"), pursuant to which Assignor agreed to sell, transfer and assign to Assignee certain assets and intellectual property rights, including without limitation all right, title and interest in and to the Trademarks, the Trademark Registrations and the Trademark Applications.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby irrevocably assigns, transfers and conveys to Assignee all of Assignor's worldwide right, title and interest in and to the Trademarks, the Trademark Registrations (and all renewals thereof), the Trademark Applications (and all resulting registrations and renewals thereof), together with the goodwill of the business associated with or symbolized by the Trademarks, Trademark Registrations and Trademark Applications, and all rights to profits, damages and other relief for any past, present and future infringement of the Trademarks, Trademark Registrations or Trademark Applications, and the right to sue and collect the same for Assignee's own use and benefit and the benefit of Assignee's successors, assigns, or legal representatives. This Assignment is made pursuant to the Bill of Sale.

Assignor hereby irrevocably appoints Assignee as its attorney-in-fact coupled with an interest to act in Assignor's name, place and stead to execute, deliver and record any documents or instruments of assignment or otherwise required in any country in which any of the Trademarks, Trademark Registrations or Trademark Applications are pending or registered, or in which Assignee desires to seek protection for the Trademarks, Trademark Registrations or Trademark Applications. Assignor hereby represents and warrants that it has not previously assigned, transferred, pledged, liened or otherwise encumbered any of the Trademarks, Trademark Registrations or Trademark Applications or taken any other action which would conflict with this Assignment.

IN WITNESS WHEREOF, Assignor has executed this Assignment effective as of January 2, 2001.

### ASSIGNOR:

Randall International, a California Corporation

By: \_\_\_\_\_

Name: William B. Randall

Title: President

STATE OF

COUNTY OF San Diego } ss

On 1-15-01, before me, Brenda E. Martin, Notary Public  
personally appeared Wm. B. Randall personally known to me (~~or proved to me on the basis of~~  
~~satisfactory evidence~~) to be the person(s) whose name(s) is/~~are~~ subscribed to the within instrument and  
acknowledged to me that he/~~she~~/~~they~~ executed the same in his/~~her~~/~~their~~ authorized capacity(ies), and  
that by his/~~her~~/~~their~~ signature(~~s~~) on the instrument the person(s) or the entity upon behalf of which the  
person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Signature Brenda E. Martin (This area for official notarial seal)



**EXHIBIT "A"**

**Registered Trademarks**

<b>Owner/ Applicant</b>	<b>Country of Registration</b>	<b>Registration No.</b>	<b>Mark</b>	<b>Class/ Products</b>
Randall	United States	1,949,001	Golfer's Defense	Int. Cl. 3
Randall	United States	2,257,846	Sun Defense	Int. Cl. 3
Randall	United States	2,261,347	Windows	Int. Cl. 3

**Pending Trademark Applications**

<b>Owner/ Applicant</b>	<b>Country of Registration</b>	<b>Application Serial No.</b>	<b>Mark</b>	<b>Class/ Products</b>
Randall	United States	75/688,026	Surfer's Defense	Int. Cl. 3
Randall	United States	75/688,029	Tennis Defense	Int. Cl. 3
Randall	United States	76/052,998	Skier's Defense	Int. Cl. 3
Randall	United States	75/759,502	Kid's Defense	Int. Cl. 3
Randall	United States	75/688,027	Fisherman's Defense	Int. Cl. 3
Randall	United States	75/759,501	Racer's Defense	Int. Cl. 3
Randall	United States	75/759,500	Spectator's Defense	Int. Cl. 3
Randall	United States	75/704,633	Sailing Defense	Int. Cl. 3
Randall	United States	75/704,635	All Sports Defense	Int. Cl. 3
Randall	United States	75/506,378	Player's Defense	Int. Cl. 3
Randall	United States	75/847,767	Military Defense	Int. Cl. 3
Randall	United States	75/846,949	Lip Defense	Int. Cl. 3

**Common Law Trademarks**

Randall  
 Randall International  
 Golfer's Defense  
 Surfer's Defense  
 Tennis Defense  
 Skier's Defense  
 Sun Defense  
 Kid's Defense

Fisherman's Defense  
 Racer's Defense  
 Spectator's Defense  
 Sailing Defense  
 All Sports Defense  
 Windows  
 Player's Defense  
 Military Defense  
 Lip Defense