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

04-12-2001

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



101674767
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

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)

Address (line 3)

City

State/Country

Zip Code

- Individual General Partnership Limited Partnership Association
- 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.)

04/11/2001 GTON11 0000098 1575258

FOR OFFICE USE ONLY

01 FC:481 40.00 OP
02 FC:482 75.00 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: 002268 FRAME: 0562

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)

1575258 1160176

1332346

1454363

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.)

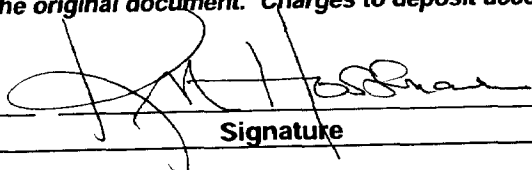
Deposit Account Number: #

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.

Katherine M. Hoffman
Name of Person Signing


Signature

3/22/2001
Date Signed

10-19-2000



101490761

RECORDATION FORM C TRADEMARKS ONLY

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

Submission Type

New 9-29-00

Resubmission (Non-Recordation)
Document ID #

Correction of PTO Error
Reel # Frame #

Corrective Document
Reel # Frame #

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Security Agreement Nunc Pro Tunc Assignment
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FOR OFFICE USE ONLY

10/18/2000 NTHAI1 00000058 1573258

01 FC:481 40.00 OP

02 FC:482 75.00 OP

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

TRADEMARK
REEL: 002268 FRAME: 0564

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)

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Trademark Application Number(s)

Registration Number(s)

<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" value="1,575,258"/>	<input type="text" value="1,332,346"/>	<input type="text" value="1,454,363"/>
<input type="text" value="1,160,176"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>

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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.

Kathy A. Keller
Name of Person Signing

Kathy A. Keller
Signature

Sept. 28, 2000
Date Signed

ASSIGNMENT OF TRADEMARKS

San Diego Wholesale Credit Association, a California corporation, having had its place of business at 2044 First Avenue, Suite 300, San Diego 92101 ("Assignor"), has previously acquired by the general assignment for the benefit of creditors of Pro Kennex, Inc. ("PKI") the trademark registrations which are identified on Schedule "A" attached hereto and incorporated herein (collectively the "Trademarks"), for which Assignor owns the federal registrations ("Trademark Registrations") with the United States Patent and Trademark Office.

Assignor desires to transfer to World Pro Kennex, Inc. ("Assignee"), a California corporation, having its principal place of business at 9606 Kearny Villa Road., San Diego, CA 92126-4589, all of Assignor's right, title and interest, if any, in and to said Trademarks.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor hereby irrevocably assigns, transfers and conveys to Assignee all of Assignor's worldwide right, title and interest, if any, in and to, and licensing rights in the Trademarks, and all renewals and extensions thereof, together with the goodwill of the business associated with or symbolized by the Trademark Registrations, and all rights to profits, damages and other relief for any past, present and future infringement of the Trademarks, 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.

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 the Trademarks are issued, or in which Assignee desires to seek protection for the Trademark Registrations. Assignor hereby represents and warrants that San Diego Wholesale Credit Association, as Assignee for the benefit of creditors, has not previously assigned, transferred, pledged, liened or otherwise encumbered the Trademark Registrations or taken any other action which would conflict with this Assignment. Assignor, as Assignee for the benefit of the creditors of PKI, has no independent knowledge whatsoever concerning the trademarks or whether such trademarks have been validly transferred to Assignor, and intends by this assignment only to transfer such rights as Assignor has acquired. Accordingly, Assignor makes no representations or warranties of any kind or nature, including, but not limited to, title, prior transfer by PKI, identification, validity or use with respect to the trademarks or the trademark registrations.

IN WITNESS WHEREOF, Assignor has executed this Assignment effective as of September 28, 2000.

SAN DIEGO WHOLESALE CREDIT ASSOCIATION
as Assignee of Pro Kennex, Inc.
a California corporation

By: Carl L. Garner

Name: CARL L. GARNER

Title: PRESIDENT

SCHEDULE "A"

Registered Trademarks

Owner/ Applicant	Country	Reg. No.	Reg. Date	Title
Pro Kennex, Inc.	U.S.	1,575,258	1/2/90	PRO KENNEX & Design
Pro Kennex, Inc.	U.S.	1,332,346	4/23/85	PRO KENNEX & Design
Pro Kennex, Inc.	U.S.	1,454,363	8/25/87	(sail) Design Only
Pro Kennex, Inc.	U.S.	1,160,176	7/7/81	PRO KENNEX

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Assignor desires to transfer to World Pro Kennex International Co. ("Assignee"), a California corporation, having its principal place of business at 9606 Kearny Villa Road, San Diego, CA 92126-4589, all of Assignor's right, title and interest, if any, in and to, and licensing rights in said Trademarks.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor hereby irrevocably assigns, transfers and conveys to Assignee all of Assignor's worldwide right, title and interest, if any, in and to, and licensing rights in the Trademarks, and all renewals and extensions thereof, together with the goodwill of the business associated with or symbolized by the Trademark Registrations, and all rights to profits, damages and other relief for any past, present and future infringement of the Trademarks, 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.

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 the Trademarks are issued, or in which Assignee desires to seek protection for the Trademark Registrations. Assignor hereby represents and warrants that San Diego Wholesale Credit Association, as Assignee for the benefit of creditors, has not previously assigned, transferred, pledged, liened or otherwise encumbered the Trademark Registrations or taken any other action which would conflict with this Assignment. Assignor, as Assignee for the benefit of the creditors of PKI, has no independent knowledge whatsoever concerning the trademarks or whether such trademarks have been validly transferred to Assignor, and intends by this assignment only to transfer such rights as Assignor has acquired. Accordingly, Assignor makes no representations or warranties of any kind or nature, including, but not limited to, title, prior transfer by PKI, identification, validity or use with respect to the trademarks or the trademark registrations.

Luce Forward et. al. 09/28/00

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T-759 P.003/004

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F-730

STATE OF CALIFORNIA

COUNTY OF SAN DIEGO

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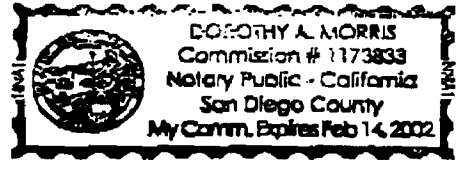
On September 28, 2000 before me, Dorothy A. Morris, personally appeared CARL L. Garner personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same 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

Dorothy A. Morris

(This area for official notarial seal)



IN WITNESS WHEREOF, Assignor has executed this Assignment effective as of 28th
Sept 2000.

SAN DIEGO WHOLESALE CREDIT ASSOCIATION
as Assignee of Pro Kennex, Inc.
a California corporation

By: Carl L. Garner

Name: CARL L. GARNER

Title: PRESIDENT

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Pro Kennex, Inc.	U.S.	1,160,176	7/7/81	PRO KENNEX

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