

4/6/01



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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 Effective Date
Month Day Year

Change of Name

Other

Conveying Party

Mark if additional names of conveying parties attached

Execution Date
Month Day Year

Name (line 1)

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)
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)

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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

Expires 06/30/99
OMB 0651-0027

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)

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.)

If insufficient, please debit 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.

Ralph W. Kalish, Jr.
Name of Person Signing

Ralph W. Kalish, Jr.
Signature

3/30/01
Date

ASSIGNMENT AGREEMENT

THIS ASSIGNMENT AGREEMENT ("Assignment") is made and entered into as of this 30 day of ~~December, 2000~~ January, 2001 by and between American Promotional Events, Inc., a corporation organized and existing under the laws of the State of Alabama ("APE"), whose principal office and place of business is located at 4511 Helton Drive, Florence, Alabama 35630, and Alamo Fireworks, Inc., a corporation organized and existing under the laws of the State of Texas ("ALAMO"), whose principal office and place of business is located at 10192 I.H. 10 East, Converse, Texas 78109.

PREAMBLE

- A. ALAMO is the exclusive owner of the trademark SKY SCREAMER, including the package design and trade dress, all as set forth in Schedule A hereto ("Mark"), in the United States, all of its territories and possessions for and in connection with fireworks ("Goods"); and
- B. APE is desirous of acquiring said Mark and ALAMO is desirous of assigning the same.

NOW THEREFORE, for good and valuable consideration, the sufficiency and receipt of which is hereby acknowledged the parties agree as follows:

1. ALAMO hereby sells, assigns and transfers, absolutely and free from any and all encumbrances, liens and security interests, to APE, its successors and assigns forever, and APE assumes all of ALAMO's right, title, and interest in and to (1) the Mark and (2) any and all past and present statutory and common law rights and powers, the entire business and goodwill, and all rights of suit and action, both prior to, upon, and subsequent to the effective date of this Assignment, relating in any way to the aforesaid rights, title and interest in the Mark, and to

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ASSIGNMENT AGREEMENT

American Promotional Events of Alabama, Inc.

Alamo Fireworks, Inc.

Page 2

retain any damages and other awards obtained as a result of any such action, unless otherwise agreed to by the parties.

2. ALAMO hereby represents and warrants that it is a corporation duly incorporated and validly existing and in good standing under the laws of the State of Texas with full power and authority to enter into this Assignment and to perform its obligations hereunder.

3. ALAMO has taken all necessary corporate action for the execution, delivery and performance of this Assignment. This Assignment has been duly executed and constitutes a legal, valid and binding obligation of ALAMO enforceable according to its terms and does not violate any agreement, instrument or obligation to which ALAMO is a party or is directly or indirectly bound.

4. The Mark is the subject of an application for registration in ALAMO's sole name for the U.S. under the Application/Serial No. 75/361,487, and such application is pending.

5. ALAMO is not a party to any pending suit, dispute or claim and has received no notice of any threatened suit, dispute or claim by any third party, regarding the registration, application or use of the Mark, nor is ALAMO aware of (i) any trademark, tradename, or other intellectual property right of any third party that would be an infringement of the Mark or would be infringed by APE's use of the Mark, or (ii) any third party's claim of ownership of any right, title or interest in and to, or license to use, the Mark, including but not limited to security interests, liens or other encumbrances.

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ASSIGNMENT AGREEMENT

American Promotional Events of Alabama, Inc.

Alamo Fireworks, Inc.

Page 3

6. ALAMO shall indemnify and hold APE harmless from and against all claims, damages, liabilities and costs including reasonable attorneys' fees arising out of in connection with (i) any breach of any representation or warranty made by ALAMO herein or (ii) any and all past use by ALAMO or its licensees or affiliates of the Mark.


7. This Assignment and the rights obtained herein shall inure to the benefit of APE and its respective successors and assigns as fully and entirely as the same would have been held by ALAMO had such sale, assignment, and transfer not been made.

8. Further, in the event ALAMO's aforesaid application is not assignable for any reason, ALAMO will undertake, at its own expense, to withdraw its application with respect thereto in coordination with APE, including but not limited to, filing a new application to register the Mark for the Goods in its name.

IN WITNESS WHEREOF, the parties have caused this Assignment Agreement to be executed as of the date first written above.

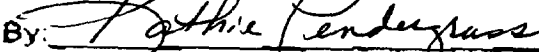
ASSIGNOR:

Alamo Fireworks, Inc.

By: 
Name: JOHN H. GIRDLEY
Title: PRESIDENT

ASSIGNEE:

American Promotional Events, Inc.

By: 
Name: Kathie Bendergrass
Title: Vice-President

ASSIGNMENT AGREEMENT
American Promotional Events of Alabama, Inc.
Alamo Fireworks, Inc.
Page 4

SCHEDULE A



WARNING:
SHOTS FLAMING BALLS
 USE ONLY UNDER CLOSE ADULT SUPERVISION. FOR OUTDOOR USE ONLY. DO NOT HOLD OR TOUCH. NEVER PUT ANY PART OF YOUR BODY OVER THE RANGE WHEN LIGHTING THE FIRE. LIGHT USE AND CEASE WHEN NEARBY. NEVER BELIEVE A FUSE WHICH FAILS TO IGNITE. ALWAYS MAKE UPRIKING AND USE ONLY ON CONCRETE, ASPHALT OR GRASS. ALSO, LEVEL SURFACE. THIS ITEM MAY BE OPEN IF USED ON GRASS OR OTHER UNLEVEL SURFACE AND SERIOUS INJURY COULD RESULT.

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