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Expires 06/30/99
OMB 0651-0027



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

4/18/01

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APR 18 2001

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

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 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

05/04/2001 GTOM11 00000217 210750 1931904
01 FC:481 40.00 CH

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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: 002287 FRAME: 0517

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"/>	<input type="text"/>	<input type="text"/>	<input type="text" value="1,931,904"/>	<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"/>	<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.)

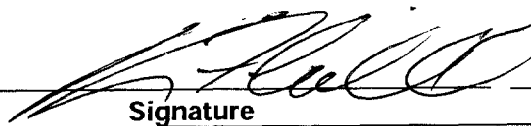
Deposit Account Number: #

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 F. Cahill
Name of Person Signing



April 16, 2001
Date Signed



TRADEMARK PURCHASE AND SALE AGREEMENT

This Agreement is made as of the ___ day of November, 2000, by and between The Upper Deck Company, LLC, a Delaware limited liability company, with its principal place of business at 5909 Sea Otter Place, Carlsbad, California 92008 (hereinafter referred to as "Upper Deck") and Treat Entertainment, Inc., an Alabama Corporation having its principal place of business located at 3101 Clairmont Road, Suite C, Atlanta, Georgia 30329 (hereinafter referred to as "Treat").

WITNESSETH:

WHEREAS, Upper Deck desires to purchase from Treat the trademark SWEET SPOT, U.S. registration numbers 1,883,573 and 1,931,904, and the goodwill symbolized thereby (the "Mark");

WHEREAS, Treat desires to sell to Upper Deck the Mark; and

NOW, THEREFORE, in consideration of the covenants, agreements, representations and warranties contained in this Agreement, the parties, and each of them, agree as follows:

1. PURCHASE AND SALE OF ASSETS.

1.1 Sale and Transfer of Assets. Subject to the terms and conditions set forth in this Agreement, Treat agrees to sell, convey, transfer, assign and deliver to Upper Deck, and Upper Deck agrees to purchase from Treat, all of its right, title and interest in and to the Mark, together with the goodwill symbolized thereby, all registrations and applications for registration pertaining thereto, and the right to sue for past infringement thereof (all of which are hereinafter collectively referred to as the "Assets").

1.2 Payment. As full payment for the transfer of the Assets by Treat to Upper Deck, Upper Deck shall pay Treat the sum of Seven Thousand Five Hundred Dollars (\$7,500.00). Such payment shall be made within ten (10) days of execution of this Agreement by Treat.

1.3 Execution of Documents. Treat shall, upon request of Upper Deck, execute, acknowledge and deliver to Upper Deck the Assignment attached hereto as Exhibit "A" and made a part hereof by this reference and any and all reasonably necessary documents and instruments, and will take any other action consistent with the terms of this Agreement, for the purpose of assigning, transferring, granting, conveying and confirming to Upper Deck, or reducing to its possession, any or all of the Assets.

1.4 Assistance in Prosecution. If requested by Upper Deck, Treat agrees to prosecute or otherwise enforce in its own name for the benefit of Upper Deck any claims, rights or benefits that are transferred to Upper Deck by this Agreement and that require prosecution or enforcement in Treat's name. Any prosecution or enforcement of claims, rights or benefits under this Section 1.4 shall be solely at Upper Deck's expense, unless the prosecution or enforcement is made necessary by a breach of this Agreement by Treat or is otherwise provided for in this Agreement.



2. REPRESENTATIONS AND WARRANTIES OF TREAT.

Treat represents, warrants and covenants each of the following matters:

2.1 The Mark. Treat is the sole and exclusive owner of all of the Assets and has the full and unrestricted right and power to sell, convey, transfer and assign the Assets to Upper Deck. The Mark is currently in use by Treat, and to Treat's knowledge, Treat's use of such Assets has not infringed or is not now infringing any trademark, tradename or other intellectual property right.

2.2 Compliance with Laws. Treat is not, with respect to the use of the Assets, in default under or in violation of any federal, state or local statute, law, ordinance, regulation, rule, judgment, order or decree, except for such defaults or violations, if any, that in the aggregate do not and will not materially and adversely affect the transfer or use of the Assets.

2.3 Litigation and Claims. There is no litigation, arbitration, governmental proceeding or investigation pending or, to the best of Treat's knowledge, threatened or in prospect against Treat which would affect the transfer or unrestricted use of the Assets. Treat is not subject to any judgment, order, writ, injunction, or decree of any court, arbitration panel or other governmental authority which would affect the transfer or unrestricted use of the Assets.

2.4 Violations. The consummation of the transactions contemplated by this Agreement: (a) will not result in any violation or breach of, or any default under, any of the terms, conditions or provisions of any indenture, mortgage, deed of trust, security lease, or other agreement or instrument to which Treat is a party or by which any of its properties are bound; (b) is not prohibited by or has not violated or will not violate any law or any order, regulation, judgment, writ or injunction of any court, commission, regulatory body, administrative agency or other governmental body having jurisdiction over Treat or any of its respective properties, assets or operations; and (c) will not result in the creation or imposition of any lien, possibility of lien (including, without limitation, any inchoate materialman's or mechanic's lien, encroachment, encumbrance, mortgage, breach, security interest, hypothecation, equity, possibility of reversion or any other conflicting interest) with respect to any of the Assets.

2.5 Inventory. As of the date of this Agreement, Treat has no products in their respective inventories which bear the Mark and there are no outstanding orders placed by Treat for such products that bear the Mark which have not been fully delivered.

2.6 Authority and Consents. Treat has the right, power, legal capacity and authority to enter into and perform its obligations under this Agreement, and no approvals or consents of any persons are necessary in connection with it.

2.7 Organization and Good Standing of Treat. Treat is a corporation duly organized, validly existing and in good standing under the laws of the state of Alabama.

3. UPPER DECK'S REPRESENTATIONS AND WARRANTIES.

Upper Deck represents, warrants and covenants each of the following matters:



3.1 Organization and Good Standing. Upper Deck is a limited liability company duly organized, validly existing and in good standing under the laws of Delaware, and is duly qualified and in good standing in California.

3.2 Authority and Consents. Upper Deck has the right, power, legal capacity and authority to enter into and perform its obligations under this Agreement, and no approvals or consents of any persons are necessary in connection with it. The execution, delivery and performance of this Agreement by Upper Deck has been duly authorized by all necessary corporate action.

3.3 Consents and Approvals of Governmental Authorities. No material consent, approval or authorization of, or declaration, filing or registration with, any governmental or regulatory authority is required as to Upper Deck in connection with the execution and delivery by Upper Deck of this Agreement and the consummation by Upper Deck of the transactions contemplated hereby.

4. COSTS.

4.1 Finder's or Broker's Fees. Each of the parties represents and warrants that it dealt with no broker or finder in connection with any of the transactions contemplated by this Agreement, and, insofar as it knows, no broker or other person is entitled to a commission or finder's fee in connection with any of these transactions. Each of the parties agrees to indemnify and hold harmless one another against any loss, liability, damage, cost, claim or expense incurred by reason of any brokerage commission or finder's fee alleged to be payable because of any act, omission, or statement of the indemnifying party.

4.2 Expenses. Each of the parties shall pay all costs and expenses incurred or to be incurred by it in negotiating and preparing this Agreement and carrying out the terms hereof. Upper Deck shall pay all costs or expenses associated with recording the transfer of Mark.

5. INDEMNITIES.

5.1 Indemnification by Treat. Treat undertakes and agrees to indemnify, defend and hold Upper Deck harmless from and against any and all claims, demands, losses, costs, expenses, obligations, liabilities and damages, including interest, penalties and reasonable attorneys' fees, that it shall incur or suffer, which arise, result from, or relate to:

(a) any breach by Treat of, or failure by Treat to perform, any of its representations, warranties, covenants or agreements in this Agreement; or

(c) any acts, omissions, events, occurrences or circumstances arising out of Treat's use of the Assets before the date of this Agreement.

5.2 Indemnification by Upper Deck. Except to the extent Upper Deck is indemnified by Treat pursuant to Section 5.1, Upper Deck undertakes and agrees to indemnify, defend, and hold Treat harmless from and against any and all claims, demands, losses, costs, expenses, obligations, liabilities and



damages, including interest, penalties and reasonable attorneys' fees, that it shall incur or suffer, which arise, result from, or relate to:

(a) any breach by Upper Deck of, or failure by Upper Deck to perform, any of its representations, warranties, covenants or agreements in this Agreement; or

(b) any acts, omissions, events, occurrences or circumstances arising out of Upper Deck's use of the Assets after the date of this Agreement.

6. GENERAL.

6.1 Notices. All notices and other communications under this Agreement shall be in writing, by personal delivery or by mail, registered or certified, postage prepaid, return receipt, and property addressed as follows:

Notices to Treat shall be addressed to:

Treat Entertainment, Inc.
3101 Clairmont Road, Suite C
Atlanta, Georgia 30329
Attention: John Appuhn

Notices to Upper Deck shall be addressed to:

The Upper Deck Company, LLC
5909 Sea Otter Place
Carlsbad, California 92008
Attention: Chief Operating Officer

With a copy to: Vice President and General Counsel

All of the parties may designate, by written notice, a different address to which deliveries and notices to said party may be sent.

6.2 Successors and Assigns. This Agreement shall inure to and be binding upon the successors and assigns of the parties.

6.3 Governing Law. The provisions of this Agreement shall be construed in accordance with and governed by the laws of the State of California.

6.4 Severability. Any provision of this Agreement which is illegal, invalid or unenforceable shall be severable and shall not affect the remaining provisions of this Agreement.

6.5 Waiver. The failure of either party to enforce at any time, or for any period of time, any provision of this Agreement shall not be construed as a waiver of such provision or of the right of such party thereafter to enforce such provision.



6.6 Entire Agreement. This Agreement includes the attached schedules and together with them constitutes the entire agreement between the parties with respect to the subject matter, supersedes any prior representations, negotiations and understandings and may not be amended, or any provision waived, except in writing signed by the party against whom the amendment or waiver is sought to be enforced.

6.7 Headings. The headings within this Agreement are for purposes of reference only and shall have no effect whatsoever on the meaning, interpretation or construction of the provisions herein.

6.8 Jurisdiction. Any dispute arising from the interpretation or construction of or to enforce this Agreement, or because of an alleged dispute, breach, default or misrepresentation in connection with any provision of this Agreement, shall be brought in a court of competent jurisdiction in San Diego, California. The parties hereto each consent to the jurisdiction of any such court.

6.9 Attorneys' Fees. If any legal action or other proceeding is brought arising from the interpretation or construction of or to enforce this Agreement, or because of an alleged dispute, breach, default or misrepresentation in connection with any of the provisions of this Agreement, the successful or prevailing party or parties shall be entitled to recover reasonable attorneys' fees and other costs incurred in that action or proceeding, in addition to any other relief to which it or they may be entitled.

6.10 Parties in Interest. Nothing expressed or implied in this Agreement is intended, or shall be construed, to confer upon or give any person, firm or corporation, other than the parties to it and their respective successors and assigns, any rights or remedies under or by reason of this Agreement.

6.11 Arbitration. Except as otherwise required by law, any controversy or claim arising out of or relating to this Agreement, or the breach thereof, shall be settled by arbitration in San Diego, California, before J*A*M*S/Endispute in accordance with the rules of J*A*M*S/Endispute, and judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction thereof.

IN WITNESS WHEREOF, the parties have signed, and have caused this Agreement to be signed, all as of the day and year first above written.

BUYER:

SELLER:

THE UPPER DECK COMPANY, LLC

TREAT ENTERTAINMENT, INC.

By: *William H. Dully*

By: *John McDowell*

Name: William H. Dully

Name: John McDowell

Title: Chief Operating Officer

Title: President

Date: December 20, 2000

Date: 12/7/00