

08-17-2001



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RET

AUG 18

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

Submission Type

- New S. 13 01
- 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

- Individual
- General Partnership
- Limited Partnership
- Corporation
- Association
- Other

Citizenship/State of Incorporation/Organization

Receiving Party

Mark if additional names of conveying 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

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)

Citizenship/State of Incorporation/Organization

FOR OFFICE USE ONLY

08/16/2001 LMUELLER 00000135 75908302

01 FC:481
02 FC:482

40.00 OP
375.00 OP

RECORDATION FROM COVER SHEET
CONTINUATION
TRADEMARKS ONLY

Conveying Party

Mark if additional names of conveying parties attached

Enter Additional Conveying Party

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 conveying 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)

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)

75/802,512	75/802,513	75/877,361
75/909,910	75/909,911	76/216,276
<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"/>

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"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>

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

(202) 637-5683

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="75/908,302"/>	<input type="text" value="75/698,877"/>	<input type="text" value="75/698,878"/>
<input type="text" value="75/713,381"/>	<input type="text" value="75/713,382"/>	<input type="text" value="75/713,383"/>
<input type="text" value="75/713,384"/>	<input type="text" value="75/713,385"/>	<input type="text" value="75/713,386"/>

<input type="text" value="2,389,995"/>	<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:

#

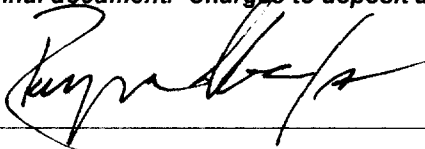
Authorization to charge additional fees:

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 true copy of the original document. Charges to deposit account are authorized, as indicated herein.

Raymond A. Kurz, Esquire



August 13, 2001

TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (the "Assignment") is made as of this 3 day of May, 2001, by and between JBS Sports, Inc., a Delaware corporation ("Assignee") and Rival Networks, Inc., a Washington corporation ("Assignor").

WHEREAS, Assignee and Assignor are parties to an Asset Purchase Agreement, dated May 3, 2001 (the "Agreement"), pursuant to which Assignor has agreed to transfer and Assignee has agreed to acquire the trademark registrations/applications identified and set forth on Schedule A attached hereto and incorporated herewith (collectively, the "Marks"), and the goodwill of the business symbolized by the Marks, on the terms and conditions set forth in the Agreement; and

WHEREAS, Assignee wishes to acquire Assignor's entire right, title and interest in and to the Marks, together with the goodwill of the business symbolized by the Marks;

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor hereby sells, assigns, transfers, grants and otherwise conveys to Assignee, its successors, legal representatives and assigns, all of Assignor's right, title and interest in and to the Marks, including any rights therein arising under common law, and which includes the use of Marks alone or in combination with other words, figures, designs or indicia, including any rights, title and interest as service marks, trademarks, trade names and all common law rights connected therewith, together with the goodwill of the business symbolized by the Marks and all claims and causes of action relating to infringement of the Marks, including the right to collect damages for such infringements, the same to be held and enjoyed by Assignee, for its own use and on behalf of its successors, legal representatives and assigns.

Assignor will reasonably assist Assignee in obtaining or providing such further documents which may be reasonably required to transfer title of the Marks to Assignee.

Dated: May 3, 2001

RIVAL NETWORKS, INC.

By: Saul Gamoran

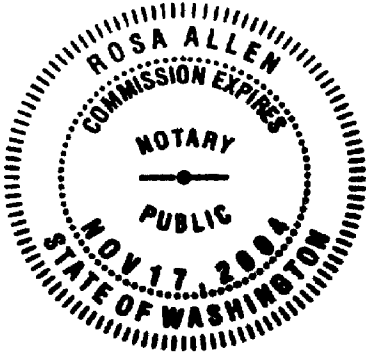
Name: Saul Gamoran

Title: CEO

State of Washington
County of King) ss:

Before me personally appeared said Saul Gamoran and acknowledged the foregoing instrument to be his free act and deed this 3rd day of May, 2001.

Rosa Allen
(Notary Public)



Schedule A

Docket No.	Mark Name	Registration No. (Serial No.)	Registration Date (Filing Date)
82028-0009	MARCH JAM	(75/908,302)	(February 2, 2000)
82028-0037	RIVAL.COM	(75/698,877)	(May 6, 1999)
82028-0038	RIVAL.COM	(75/698,878)	(May 6, 1999)
82028-0039	RIVAL.NET	(75/698,879)	(May 6, 1999)
82028-0040	RIVAL.NET	(75/698,880)	(May 6, 1999)
82028-0049	RIVAL.S.COM	(75/713,381)	(May 25, 1999)
82028-0050	RIVAL.S	(75/713,382)	(May 25, 1999)
82028-0051	RIVAL.S	(75/713,383)	(May 25, 1999)
82028-0052	RIVAL.S.COM	(75/713,384)	(May 25, 1999)
82028-0053	RIVAL	(75/713,385)	(May 25, 1999)
82028-0054	RIVAL	(75/713,386)	(May 25, 1999)
82028-0055	RIVALCAST	(75/802,512)	(September 16, 1999)
82028-0056	RIVAL.S100	(75/802,513)	(September 16, 1999)
82028-0057	ROAST YOUR RIVAL	2,389,995	(September 26, 1999)
82028-0058	RIVALNETWORK	(75/877,361)	(December 20, 1999)
82028-0061	MISCELLANEOUS DESIGN	(75/909,910)	(February 4, 2000)
82028-0062	RIVAL NETWORKS	(75/909,911)	(February 4, 2000)
82028-0066	YOUR SPORTS UTILITY VEHICLE	n/a	(February 23, 2001)