

10-26-2001

ET

Docket No.:

59888.00006



101887673

Tab settings

To the Honorable Commissioner of Patents and Trademarks, please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

LaSalle Bank National Association

10-11-01

- Individual(s)
- General Partnership
- Corporation-State
- Other National Banking Association

- Association
- Limited Partnership

Additional names(s) of conveying party(ies) Yes No

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other Release and Reassignment
- Merger
- Change of Name

Execution Date: October 10, 2001

2. Name and address of receiving party(ies):

Name: Apple Sports, Inc.

Internal Address: _____

Street Address: 1 Roebling Court

City: Ronkonkoma State: NY ZIP: 11779

- Individual(s) citizenship _____
- Association _____
- General Partnership _____
- Limited Partnership _____
- Corporation-State New York
- Other _____

If assignee is not domiciled in the United States, a domestic designation is Yes N
(Designations must be a separate document from Additional name(s) & address(es) Yes N

4. Application number(s) or registration numbers(s):

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

1,359,286	1,762,131	1,787,548
1,917,365	2,055,689	

Additional numbers

Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Karl M. Zielaznicki, Esq.

Internal Address: Jenkins & Gilchrist Parker Chapin LLP

Street Address: 405 Lexington Avenue

City: New York State: NY ZIP: 10174

6. Total number of applications and registrations involved:.....

5

7. Total fee (37 CFR 3.41):.....\$ 140.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

500-672

DO NOT USE THIS SPACE

9. 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.

Karl M. Zielaznicki

Name of Person Signing

Signature

October 11, 2001

Date

Total number of pages including cover sheet, attachments, and

6

TRADEMARK

RELEASE AND REASSIGNMENT

THIS RELEASE AND REASSIGNMENT is made this 9th day of October, 2001 by LASALLE BANK NATIONAL ASSOCIATION ("LaSalle").

WITNESSETH:

WHEREAS, LaSalle and Apple Sports, Inc. a New York corporation ("Borrower") are parties to a certain Loan and Security Agreement dated as of May 28, 1998 as it may be amended, amended and restated or otherwise modified from time to time (the "Loan Agreement") pursuant to which LaSalle made certain loans and other financial accommodations (the "Loans") to Borrower. As partial security for Borrower's Liabilities, as that term is defined in the Loan Agreement, Borrower has executed a certain Trademark Security Agreement (the "Trademark Security Agreement") dated as of May 28, 1998, pursuant to which Borrower granted a security interest in and to the Trademarks (as hereafter defined); and

WHEREAS, the Trademark Security Agreement was recorded in the United States Patent and Trademark Office on June 12, 1998 at Reel 1740, Frame 0198; and

WHEREAS, the Liabilities have been fully satisfied and, therefore, Borrower has requested that LaSalle release its security interest in all Trademarks and reassign the same to Borrower.

NOW THEREFORE, for good and valuable consideration, receipt and sufficiency of which are hereby acknowledged:

1. LaSalle hereby irrevocably releases and terminates its security interest in all of Borrower's right, title and interest in and to all of its now owned or existing and filed and hereafter acquired or arising and filed:

(a) trademarks, trademark registrations, tradenames and trademark applications, including, without limitation, the trademarks and applications listed on Schedule A, attached hereto and made a part hereof, and (a) renewals and extensions thereof, (b) all income, royalties, damages and payments now and hereafter due and/or payable under and with respect thereto, including without limitation, damages and payments for past or future infringements thereof, (c) the right to sue for past, present and future infringements thereof, and (d) all rights corresponding thereto throughout the world (all of the foregoing trademarks, trademark registrations, tradenames and applications, together with the items described in clauses (a)-(d) of this subparagraph, are hereinafter referred to as the "Trademarks"); and

(b) the goodwill of Borrower's business connected with and symbolized by the Trademarks.

2. LaSalle hereby reassigns, grants and conveys to Borrower, without any representation, recourse or undertaking by LaSalle, all of LaSalle's rights, title and interest, in, to and under the Trademarks.

IN WITNESS WHEREOF, LaSalle has caused this Release and Reassignment to be duly executed by its duly authorized officer as of the day and year first above written.

LASALLE BANK NATIONAL ASSOCIATION

By: Thomas G. Hirsch
Its: V.P. - Sr. Attorney

ACKNOWLEDGMENT

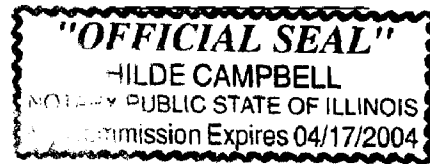
State of Illinois)
) SS
County of Cook)

On this 10th day of October, 2001 before me personally appeared Thomas Hirsh
, to me known to be the individual who executed the foregoing instrument and acknowledged to
me that he executed the same as the duly authorized officer above designated of LaSalle Bank
National Association.

Hilde Campbell

Notary Public

My Commission Expires:



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096-20535D

SCHEDULE A

TRADEMARK REGISTRATIONS

<u>Trademark Description</u>	<u>U.S. Serial/Registration No.</u>	<u>Date Registered</u>
Leisure Cart	1,917,365	February 20, 1997

UAB

SCHEDULE B

TRADEMARK REGISTRATIONS

<u>Trademark Description</u>	<u>U.S. Serial/Registration No.</u>	<u>Date Registered</u>
A Stroke of Excellence (Design)	2,055,689	April 22, 1997
DIPLOMAT	1,787,548	August 10, 1993
DS 2000	1,762,131	March 30, 1993
PLAY-SOFT	1,359,286	September 10, 1985

TRADEMARK APPLICATIONS

<u>Trademark Application Description</u>	<u>U.S. Application No.</u>	<u>Date Applied</u>
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USA