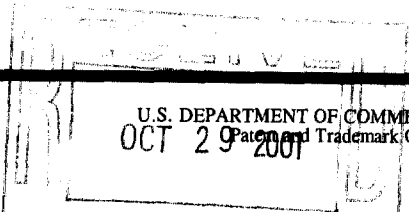


11-02-2001



101891957

FR SHEET
LY



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

1. Name of conveying party(ies):
 William E. Carroll, Jr.
 10/29/01

Individual(s) Association
 General Partnership Limited Partnership
 Corporation - State of _____
 Other _____

Additional name(s) of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies):
 Name: ArtMold Products Corporation
 Internal Address: _____
 Street Address: 40 Kenney Drive
 City: Cranston State: Rhode Island ZIP: 02920

3. Nature of conveyance:

Assignment Merger
 Security Agreement Change of Name
 Other _____

Execution Date: March 15, 1999

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

If assignee is not domiciled in the United States, a domestic representative designation is attached:
 Yes No
 (Designation must be a separate document from Assignment)
 Additional name(s) & address(es) attached? Yes No

4. Application number(s) or registration number(s):
 A. Trademark Application No (s).

B. Trademark registration No.(s)
 1,975,196

Additional numbers attached? Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:
 Name: William D. Wiese
Jenkins & Gilchrist, a Professional Corporation
 Internal Address: _____

 Street Address: 1445 Ross Avenue, Suite 3200

 City: Dallas State: Texas Zip: 75202-2799

6. Total number of applications and registrations involved: 1

7. Total fee (37 CFR 3.41): \$ 40.00
 Enclosed
 Authorized to be charged to deposit account.

(If check is not received with this correspondence or additional fees are required, please charge to deposit account 10-0447.)

8. Deposit Account number: _____
 (Attach duplicate copy of this page if paying by deposit account)

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.

William D. Wiese [Signature] 10/23/01
 Name of Person Signing Signature Date

Total number of pages comprising cover sheet: 1

11/01/2001 TBIAZ1 00000049 1975196

01 FC:481

40.00 DP

TRADEMARK ASSIGNMENT

WHEREAS, William E. Carroll, Jr. ("Assignor") is the sole and exclusive owner of the trademark "GOLFERS 911" U.S. Registration No. 1,975,196 (the "Mark"); and

WHEREAS, ArtMold Products Corporation ("Assignee") is desirous of acquiring the Mark;

NOW, THEREFORE, for good and valuable consideration, receipt and sufficiency of which is hereby acknowledged, Assignor does hereby assign, sell, convey and transfer unto Assignee all right, title and interest in and to the Mark, together with the goodwill of the business symbolized by the Mark and all claims for damages by reason of infringement, with the right to sue for and collect the same, for Assignee's own use and for the use of its successors and assigns.

Assignor represents and warrants to Assignee that (i) since the registration of the Mark, the Mark has been used continuously without change and as shown in the registration for the goods and/or services shown in the registration, (ii) the Mark is not subject to any liens, security interests, encumbrances or other restrictions and (iii) neither the Mark nor the use thereof infringes upon or violates any intellectual property right of any person or entity.

Assignor, without limitation as to time, will indemnify Assignee and its legal representatives against, and hold Assignee and its legal representatives harmless from, all losses, claims, damages, liabilities and costs (including attorneys' fees and expenses) connected to or arising out of the breach of Assignee's representations and warranties herein.

Assignor hereby covenants and agrees to and with Assignee, its successors, legal representatives and assigns, that Assignor will, whenever counsel of Assignee, or the counsel of its successors, legal representatives or assigns, shall advise that it is lawful and desirable, sign all papers and documents, deliver necessary documents including original registration certificates, if available, take all lawful oaths, execute separate confirmatory assignments and do all acts necessary or desirable to be done for the procurement, maintenance, enforcement and defense of the Mark without charge to Assignee, its successors, legal representative or assigns, but at the cost and expense of Assignor, his successors, legal representatives and assigns.

The Assignee confirms that it accepts this assignment.

IN WITNESS WHEREOF, Assignor has executed this document on the 15 day of March, 1999.

William E. Carroll, Jr.
William E. Carroll, Jr.

IN WITNESS WHEREOF, Assignee has executed this document and affixed its corporate seal by the hand of its duly authorized officer on the 19 day of March, 1999.

ARTMOLD PRODUCTS CORPORATION

[SEAL]

By: Timothy J. Thomson
Name: Timothy J. Thomson
Title: Assistant Secretary

UNITED STATES OF AMERICA §
STATE OF GEORGIA §
COUNTY OF Hall §

On this 5th day of March, 1999, before me personally appeared William E. Carroll, Jr., to me known, who, being duly sworn, executed the foregoing instrument.

Barbara A. Hughes
Notary Public

Barbara A. Hughes
Printed Name of Notary

My Commission Expires: 10-29-2001

UNITED STATES OF AMERICA §
STATE OF Wisconsin §
COUNTY OF Outagamie §

On this 19th day of March, 1999, before me personally appeared Timothy J. Thomson to me known, who being duly sworn, did depose and say that he is the Asst. Secretary of ARTMOLD PRODUCTS CORPORATION the corporation described in and which executed the foregoing instrument, that he knows the seal of said corporation; that the said seal affixed to said instrument is such corporate seal; and that it was so affixed by order of the Board of Directors of said corporation, and that he signed his name thereto by like order.

Jodene L. Thomson
Notary Public

Jodene L. Thomson
Printed Name of Notary

My Commission Expires: 11-12-00