

11-02-2001



101892152

U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

01 29 2001

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

1. Name of conveying party(ies):

Golfers 911, Inc.

10/29/01

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

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

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other _____
- Merger
- Change of Name

Execution Date: March 15, 1999

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

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)

1,884,565

1,934,177

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: 2

7. Total fee (37 CFR 3.41):

\$ 65.00

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)

11/01/2001 TDIAZ1 00000039 1884565

DO NOT USE THIS SPACE

FC:481

40.00 OP

FC:482

25.00 OP

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
Name of Person Signing

Signature

10/23/01
Date

Total number of pages comprising cover sheet:

1

TRADEMARK ASSIGNMENT

WHEREAS, Golfers 911, Inc. ("Assignor") is the sole and exclusive owner of (i) the trademark "PROSCREEN" U.S. Registration No. 1,934,177 and (ii) the trademark (design) "GOLFERS 911" U.S. Registration No. 1,884,565 (together, the "Marks"); and

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

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 Marks, together with the goodwill of the business symbolized by the Marks 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 Marks, the Marks have been used continuously without change and as shown in the registrations for the goods and/or services shown in the registrations, (ii) the Marks are not subject to any liens, security interests, encumbrances or other restrictions and (iii) neither the Marks 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 Marks without charge to Assignee, its successors, legal representative or assigns, but at the cost and expense of Assignor, its successors, legal representatives and assigns.

The Assignee confirms that it accepts this assignment.

IN WITNESS WHEREOF, Assignor has executed this document and affixed its corporate seal by the hand of its duly authorized officer on the 15 day of March, 1999.

GOLFERS 911, INC.

[SEAL]

By: William E. Carroll Jr.
Name: William E. CARROLL, JR.
Title: FOUNDER & CHAIRMAN

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 15th day of March, 1999, before me personally appeared William E. Carroll, JR., to me known, who being duly sworn, did depose and say that he is the Founder & Chairman of GOLFERS 911, INC. 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.

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 Ozaukee §

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: 11-12-06