

03-26-2002

Form PTO-1594 (Rev. 03/01) OMB No. 0651-0027 (exp. 5/31/2002) Tab settings



U.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office

102030328

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

1. Name of conveying party(ies):

SOFT BOARDS, INC. 3-7-02

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

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

3. Nature of conveyance:

- Assignment Merger Security Agreement Change of Name Other

Execution Date: February 15, 2002

2. Name and address of receiving party(ies)

Name: Athletica, Inc.

Internal Address:

Street Address: 4814 Park Glen Road

City: Minneapolis State: MN 55416

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

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

OFFICE OF PUBLIC RECORDS FINANCE SECTION 2002 MAR -7 PM 3:36

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

A. Trademark Application No.(s)

75583227

B. Trademark Registration No.(s)

2433768

Additional number(s) attached Yes No

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

Name: Eric D. Paulsrud, Esq.

Internal Address: Leonard, Street and Deinard Suite 2300

Street Address: 150 South Fifth Street

City: Minneapolis State: MN Zip: 55402

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

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.

Eric D. Paulsrud, Esq. Name of Person Signing

Signature

March 7, 2002 Date

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Total number of pages including cover sheet, attachments, and document:

Main documents to be recorded with required cover sheet information to: Commissioner of Patent & Trademarks, Box Assignments Washington, D.C. 20231

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TRADEMARK REEL: 2468 FRAME: 0872

ASSIGNMENT OF TRADEMARKS

WHEREAS, **SOFT BOARDS, INC.** a Utah corporation, with its principal office located at 6233 South Canyon Cove Circle, Salt Lake City, Utah 84121 (the "Assignor"), is the owner of the SOFGLAS and SOFBOARD Trademark registrations listed in Schedule A to this Assignment ("Trademarks");

WHEREAS, **ATHLETICA, INC.**, a Minnesota corporation, ("Assignee"), has been and is desirous of acquiring the Trademarks and associated registration;


NOW, THEREFORE, for good and valuable consideration which is in excess of \$10.00, the receipt and adequacy of which are hereby acknowledged, and intending to be legally bound, Assignor does hereby sell, assign and transfer unto Assignee all right, title, and interest in and to the Trademarks, together with the goodwill of the business symbolized by the Trademarks, and the Trademark registrations, as well as any and all claims, demands, causes of action, rights to sue or other rights occasioned from or because of any and all past infringement of such Trademarks and the right to collect damages therefor. This assignment does not include any other assets of Assignor, tangible or intangible, other than as expressly set forth herein. Assignor further agrees that upon request, it shall execute any and all documents necessary to vest all rights, title and interest in and to the Trademarks in Assignee or its successors, assigns or designees.

This Assignment is binding on Assignor, its successors and assigns, and will inure to the benefit of the Assignee, its successors and assigns. Nothing in this instrument, express or implied, is intended or shall be construed to confer upon, or give to, any person, corporation or entity other than Assignee, its successors and assigns, any remedy or claim under or by reason of this instrument, or any terms, covenants or conditions hereof, and all the terms, covenants and conditions in this instrument shall be for the sole and exclusive benefit of Assignee and its successors and assigns.

IN WITNESS WHEREOF, Assignor has caused this Assignment to be executed on the date set forth below.

Date: 2/15/02

SOFT BOARDS, INC.

By: 

Daniel Kotler, President