

05-20-2002

Form PTO-1594
(Rev. 03/01)
OMB No. 0651-0027 (exp. 5/31/2002)
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U.S. DEPARTMENT OF COMMERCE
U.S. Patent and Trademark Office

102094046

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

5-50-02

1. Name of conveying party(ies):

PRO KENNEX, INC.

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

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

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other Effective Date 7/31/00
- Merger
- Change of Name

Execution Date: 5/13/02

2. Name and address of receiving party(ies)

Name: SAN DIEGO WHOLESALE CREDIT ASSOCIATION

Internal Address: _____
Address: _____

Street Address: 2044 First Avenue, Suite 300

City: San Diego State: CA Zip: 92101

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

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

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

SEE ATTACHED SCHEDULE "A"

Additional number(s) attached Yes No

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

Name: JOHN L. HALLER, ESQ.

Internal Address: BROWN, MARTIN, HALLER &

McCLAIN LLP

Street Address: 1660 UNION STREET

City: SAN DIEGO State: CA Zip: 92101

6. Total number of applications and registrations involved: _____

8

7. Total fee (37 CFR 3.41).....\$ 335.00

- Enclosed (Two checks)
- Authorized to be charged to deposit account

8. Deposit account number:

02-4070

(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.

JOHN L. HALLER
Name of Person Signing

Signature

5/17/02
Date

Total number of pages including cover sheet, attachments, and document: 4

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

05/21/2002 DBYRNE 00000122 2239048

01 FC:481	40.00 OP
02 FC:482	175.00 OP
03 FC:484	120.00 OP

TRADEMARK
REEL: 002471 FRAME: 0091

SCHEDULE "A"

<u>Mark</u>	<u>Reg.No.</u>	<u>Issue Date</u>
TOUR GEAR	2,239,048	April 13, 1999
CONCEDE NOTHING	1,900,015	June 13, 1995
KINETIC	2,072,383	June 17, 1997
KINETIC	1,181,304	December 8, 1981
TECHNIQUE	2,072,415	June 17, 1997
TECHNIQUE and Design	2,098,082	September 16, 1997
TOUR PRECISION	2,259,556	July 6, 1999
PURE 1	2,460,279	June 12, 2001*

* Filed June 4, 1999 and assigned Serial No. 75/721,861

ASSIGNMENT OF TRADEMARKS

Pro Kennex, Inc., a California corporation, having had its principal place of business in San Diego County, California ("Assignor"), has previously adopted and used in its business the trademark registrations which are identified on Schedule "A" attached hereto and incorporated herein (collectively the "Trademarks"), for which Assignor owns the federal registrations ("Trademark Registrations") with the United States Patent and Trademark Office.

Assignor desires to transfer to San Diego Wholesale Credit Association ("Assignee"), a California corporation, having its principal place of business at 2044 First Avenue, Suite 300, San Diego, California 92101, all of Assignor's right, title and interest in and to, and licensing rights in said Trademarks.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor hereby irrevocably assigns, transfers and conveys to Assignee all of Assignor's worldwide right, title and interest in and to, and licensing rights in the Trademarks, and all renewals and extensions thereof, together with the goodwill of the business associated with or symbolized by the Trademark Registrations, and all rights to profits, damages and other relief for any past, present and future infringement of the Trademarks, and the right to sue and collect the same for Assignee's own use and benefit and the benefit of Assignee's successors, assigns, or legal representatives.

Assignor hereby irrevocably appoints Assignee as its attorney-in-fact coupled with an interest to act in Assignor's name, place and stead to execute, deliver and record any documents or instruments of assignment or otherwise required in any country in which the Trademarks are issued, or in which Assignee desires to seek protection for the Trademark Registrations. Assignor hereby represents and warrants that it has not previously assigned, transferred, pledged, liened or otherwise encumbered the Trademark Registrations or taken any other action which would conflict with this Assignment.

IN WITNESS WHEREOF, Assignor has executed this Assignment effective as of July 31, 2000.

PRO KENNEX, INC.
a California corporation

By: *Chuck Andrus*
Chuck Andrus
Representative/Assignor