

TRADEMARKS ONLY

To the Honorable Commissioner of Patents and Trademarks: Please record the



1. Name of conveying party(ies): TwinHill Golf Company LLC *4-2-02*

Individual(s) Association
 General Partnership Limited Partnership
 Corporation-State _____
 Other A California limited liability company

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

2. Name and 102053028

Name: Twin Hill Acquisition Company, Inc.
 Address: 40650 Encyclopedia Circle
Fremont, California 94538-2453

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

3. Nature of conveyance:

Assignment Merger
 Security Agreement Change of Name
 Other _____

Execution Date: January 22, 2002

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) & addresses attached?
 Yes No

A. Trademark Application No.(s)

B. Trademark Registration No.(s).
TWINHILL (Reg. No. 2,165,445)
TWINHILL & Design (Reg. No. 2,165,447)
THG & Design (Reg. No. 2,278,867)

Additional Numbers attached? Yes No

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

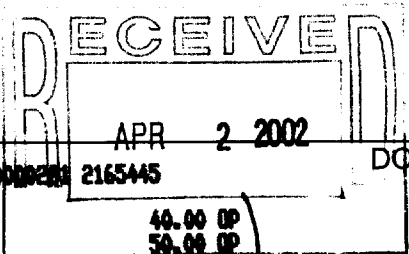
Name: Mark Mutterperl
 Internal Address: Fulbright & Jaworski L.L.P.
 Street Address: 666 Fifth Avenue
 City: New York State: NY Zip: 10103

6. Total number of applications and registration involved: 3

7. Total fee (37 CFR 3.41) \$ 90.00
 Enclosed
 Authorized to be charged to deposit account
 (Only if total fee is not sufficient)

8. Deposit account number:
[NUMBER] 50.0624

(Attach duplicate copy of this page if paying by deposit account)



04/11/2002 LNUELLER 00000281 2165445


DO NOT USE THIS SPACE

01 FC:481
02 FC:482

40.00 DP
50.00 DP

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.

Mark Mutterperl  April 2, 2002 Name of Person Signing Signature Date

Total number of pages comprising cover sheet:

ASSIGNMENT


WHEREAS, Twin Hill Acquisition Company, Inc., a California corporation (hereinafter called the ASSIGNEE), is desirous of acquiring all of the right, title and interest of Twin Hill Golf Company, a California limited liability company (hereinafter called the ASSIGNOR), if any, in and to the trademarks identified on Exhibit A, all substantially similar marks and all derivations of the identified and substantially similar marks owned or used by ASSIGNOR, and all the applications and registrations thereof (collectively "The Trademarks") and the portion of the business of ASSIGNOR to which The Trademarks pertain;

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, ASSIGNOR by these presents does sell, assign and transfer unto ASSIGNEE, its successors and assigns, all of ASSIGNOR'S right, title and interest in and to The Trademarks, including all of ASSIGNOR'S state, federal, common law and foreign rights, including the right to sue for and receive damages for past infringements and the right of priority, if any, together with that part of the goodwill of the business connected with the use of and symbolized by The Trademarks.

IN WITNESS WHEREOF, the said ASSIGNOR has hereunto executed this instrument this 22 day of January, 2002.

Twin Hill Golf Company,
a California limited liability company

By:


Name: Scott Hill

Title: Co-President

ASSIGNMENT OF INTELLECTUAL PROPERTY RIGHTS

THIS ASSIGNMENT OF INTELLECTUAL PROPERTY (this "Assignment"), effective as of January 22, 2002, is made by TwinHill Golf Company LLC., a California limited liability company ("Assignor"), to Twin Hill Acquisition Company, Inc., a California corporation ("Assignee").

WITNESSETH:

WHEREAS, Assignor may have certain rights in the trademark or name "TwinHill" and in various derivatives thereof;

WHEREAS, Assignor desires to transfer all of Assignor's right, title and interest in and to the trademark or name "TwinHill" and all derivatives thereof (the "Intellectual Property") to Assignee; and

WHEREAS, this Assignment shall evidence the transfer and conveyance by Assignor of all of Assignor's right, title and interest in and to the Intellectual Property to Assignee.

NOW, THEREFORE, Assignor, for and in consideration of One Dollar (\$1.00) cash in hand paid to it and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, does hereby SELL, ASSIGN and CONVEY unto Assignee any and all of its right, title and interest, throughout the world, in and to the Intellectual Property, together with the goodwill of the business symbolized by the Intellectual Property.

Assignor is conveying and transferring all of its right, title and interest in and to the Intellectual Property to Assignee free and clear of all liens, claims, liabilities, pledges, mortgages, charges, security interests or other encumbrances, licenses, restrictions, options, defects or other rights of any third person of any nature whatsoever.

Assignor shall execute and deliver or cause to be executed and delivered to Assignee such further instruments of transfer, assignment and conveyance and shall take or cause to be taken such other actions as Assignee may reasonably request to more effectively implement and carry into effect the conveyance and transfer to Assignee of all of Assignor's right, title and interest in and to the Intellectual Property.

This Assignment shall be governed by and construed and enforced in accordance with the laws of the State of California without giving effect to choice of law principles.

This Assignment shall bind Assignor and its successors and assigns and inure to the benefit of Assignee and its successors and assigns.

This Assignment is executed, delivered and effective as of the day and year first written above.

ASSIGNOR:

TwinHill Golf Company LLC

By: K.W. Hill

Name: KENT W. HILL

Title: CO-PRESIDENT

STATE OF CALIFORNIA)
) ss
COUNTY OF ALAMEDA)

On JANUARY 18, 2002, before me ALISON M. COUGHLIN personally appeared KENT W. HILL, known to me (or proved to me on the basis of satisfactory evidence), to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Alison M. Coughlin (Seal)

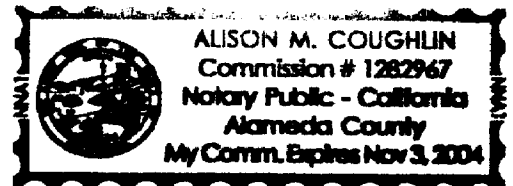


EXHIBIT A

<u>Country</u>	<u>Registration Number</u>
Australia	805247
Canada	TMA520,241
New Zealand	315247
United Kingdom	2206236
United States	2,165,447
United States	2,278,867
United States	2,165,445