

05-20-2002

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



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

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

1. Name of conveying party(ies):

Ultima Skates, Inc.

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

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

3. Nature of conveyance:

- Assignment, Merger, Security Agreement, Change of Name, Other General Conveyance

Execution Date: 10/08/01

2. Name and address of receiving party(ies)

Name: Tournament Sports Marketing Inc.

Internal Address:

Street Address: 145 Northfield Drive

City: Waterloo Ontario, Canada State: Zip: N2L 5J3

- Individual(s) citizenship, Association, General Partnership, Limited Partnership, Corporation-State Ontario, Canada, 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) 75/523,464

B. Trademark Registration No.(s) 2,364,674

Additional number(s) attached Yes No

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

Name: Vincent J. Elders

Internal Address:

Smith, Landmeier, Skaar & Elders, P.C.

Street Address: 15 N. Second Street

City: Geneva State: IL Zip: 60134

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.

Kim Bauer

Name of Person Signing

Signature

4/3/02 Date

Total number of pages including cover sheet, attachments, and document: 5

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

05/20/2002 AAHWED1 00000029 75523464

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TRADEMARK REEL: 002509 FRAME: 0222

**DESIGNATION OF DOMESTIC REPRESENTATIVE**

75523 464

Tournament Sports Marketing Inc., designates VINCENT J. ELDERS of SMITH, LANDMEIER, SKAAR & ELDERS, P.C., 15 North Second Street, P.O. box 127, Geneva, Illinois 60134-0127, as its Domestic Representative, to be served notices or process in trademark matters before the United States Patent and Trademark Office.

TOURNAMENT SPORTS MARKETING INC.

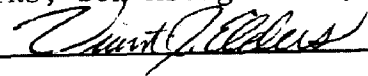
BY:   
Mr. Kim Bauer

Certificate of Mailing

I hereby certify that this correspondence is being deposited with the United State Postal Service as first class mail in an envelope addressed to:

~~Assistant Commissioner of Trademarks, 2900 Crystal Drive, Arlington, VA 22202 or~~  
Commissioner of Patent & Trademarks, Box Assignments, Washington, D.C. 20231 on

Date: May 3, 2002



IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

BAUER NIKE HOCKEY, INC.,

Opposer,

v.

ULTIMA SKATES, INC.,

Applicant.

Opposition No. 121,252  
Serial No. 75/523464

To the Commissioner of Patents and Trademarks:

**POWER OF ATTORNEY AT LAW**


Applicant hereby appoints VINCENT J. ELDERS and ALLEN L. LANDMEIER of SMITH, LANDMEIER, SKAAR & ELDERS, P.C., 15 North Second Street, P.O. Box 127 Geneva, IL 60134-0127, to prosecute this Application to Register, to transact all business in the Patent & Trademark Office in connection therewith, to receive the Certificate of Registration, and to defend Opposition No. 121,252.

TOURNAMENT SPORTS MARKETING INC.

By:   
Mr. Kim Bauer

**Certificate of Mailing**

I hereby certify that this correspondence is being deposited with the United State Postal Service as first class mail in an envelope addressed to: Assistant Commissioner of Trademarks, 2900 Crystal Drive, Arlington, VA 22202 on

Date: May 3, 2002 

GENERAL CONVEYANCE

THIS INDENTURE is made in quadruplicate this 8th day of October, 2001.

BETWEEN

ULTIMA SKATES, INC.

(hereinafter called the "Vendor")

OF THE FIRST PART;

- and -

TOURNAMENT SPORTS MARKETING INC.

(hereinafter called the "Purchaser")

OF THE SECOND PART.

WHEREAS by an Asset Purchase and Sale Agreement made as of the 5th day of September, 2001, between the Vendor, the Purchaser and Daniel Nicholson (the "Agreement"), the Vendor agreed to sell and the Purchaser agreed to purchase the Purchased Assets (as defined in the Agreement) used by the Vendor in the operation of its Business (as defined in the Agreement), as more particularly described in the Agreement:

NOW THIS INDENTURE WITNESSETH that in consideration of the sum of Two Dollars (\$2.00) U.S. funds now paid by the Purchaser to the Vendor and other good and valuable consideration, the receipt whereof is hereby acknowledged, the Vendor hereby grants, bargains, sells, assigns, transfers, conveys and sets over unto the Purchaser and its successors and assigns, those Purchased Assets (as defined in the Agreement), described as follows:

1. All customer lists and goodwill associated with the Business, including, at the option of the Purchaser, the benefit of any existing sales contracts;
2. All Intellectual Property Rights (as defined in the Agreement) and any variation thereof;
3. The exclusive right to use the Business Name (as defined in the Agreement) and including the right of the Purchaser to represent that it is carrying on the Business in continuation of and in succession to the Vendor;
4. All books and records used in the conduct of the Business including without limitation, financial, operating, inventory, customer records and all sales and promotional literature.

TO HAVE AND TO HOLD the Business and all right, title and interest of the Vendor therein and thereto and unto the use of the Purchaser and its successors and assigns.

AND the Vendor doth hereby covenant, promise and agree with the Purchaser in the manner following, that is to say: THAT the Vendor is now rightfully and absolutely possessed of and entitled to the Purchased Assets; AND that the Vendor now has good right to assign the same unto the Purchaser in the manner aforesaid and according to the true intent and meaning of this General Conveyance; AND that the Purchaser shall and may from time to time, and at all times hereafter, peaceably and quietly have, hold, possess, and enjoy the Purchased Assets to and for its own use and benefit, free and clear and freely and absolutely released and discharged, at the

cost of the Vendor from all former and other bargains, sales, gifts, grants, charges and encumbrances whatsoever, and the Vendor hereby indemnifies the Purchaser with respect thereto.

AND that the Vendor and all persons rightfully claiming any estate, right, title or interest in or to the Purchased Assets or any of them shall and will from time to time, and at all times hereafter upon every reasonable request and at the cost and charges of the Purchaser, make, do and execute, or cause to be made, done and executed, all such further acts, deeds and assurances for the more effectually assigning and assuring the Purchased Assets unto the Purchaser in the manner aforesaid, as by the Purchaser or its counsel in the law shall be reasonably advised or required.

IT IS AGREED that this General Conveyance and everything herein contained shall enure to the benefit of and be binding upon the heirs, executors, administrators and assigns or successors and assigns, as the case may be, of the parties hereto respectively.

IT IS FURTHER AGREED that wherever the singular and masculine are used throughout this General Conveyance, they shall be construed as if the plural or feminine or the neuter had been used, where the context or the party or parties hereto so require, and the rest of the sentence shall be construed as if the grammatical and terminological changes thereby rendered necessary had been made.

IN WITNESS WHEREOF the Vendor has caused this Indenture to be executed and delivered on its behalf by its duly authorized signing officers.

ULTIMA SKATES, INC.

Per: [Signature] - Officer  
(Authorized Officer)

Per: [Signature] Officer  
(Authorized Officer)

We have the authority to bind the Vendor

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