



06-24-2002



REC- 102132443 TRADEMARKS

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

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

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

1. Name of conveying party(ies): NASC, Inc. [] Individual(s) [] General Partnership [X] Corporation-State [] Other

G.I.F.O.

2. Name and address of receiving party(ies) Name: Gary F. Russell Internal Address: Street Address: 47 Water Street City: Mystic State: CT Zip: 06355 [X] Individual(s) citizenship U.S.

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

3. Nature of conveyance: [X] Assignment [] Security Agreement [] Other [] Merger [] Change of Name

[] Association [] General Partnership [] Limited Partnership [] Corporation State [] 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 [X] No

Execution Date: June 13, 2002

4. Application number(s) or registration number(s): A. Trademark Application No.(s)

B. Trademark Registration No.(s) 2,042,743

Additional number(s) attached [] Yes [X] No

5. Name and address of party to whom correspondence concerning document should be mailed: Name: James L. Bikoff, Esq. Internal Address: Silverberg, Goldman & Bikoff, L.L.P. Street Address: 1101 30th Street, NW Suite 120 City: Washington State: D.C Zip: 20007

6. Total number of applications and registrations involved: 1 7. Total fee (37 CFR 3.41): \$40.00 [] Enclosed [X] Authorized to be charged to deposit account 8. Deposit account number: 50-0995 (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.

Darlene S. Klinksieck Name of Person Signing

[Signature]

June 18, 2002 Date

06/21/2002 DBYRNE 00000064 500995 2042743 Total number of pages including cover sheet, attachments, and document 3

01 FC:481 40.00 CH Mail documents to be recorded with required cover sheet information to: Commissioner of Patent & Trademarks, Box Assignments Washington, D.C. 20231

TRADEMARK REEL: 002530 FRAME: 0303

ASSIGNMENT AGREEMENT

WHEREAS, ASSIGNOR NASC, INC., a New York corporation, having its principal offices at 47 Water Street, Mystic, Connecticut 06355 (hereinafter "ASSIGNOR"), has adopted and used in the United States the mark **NORTH AMERICAN SOCCER CAMPS** and is the owner of the mark and U.S. Service Mark Registration No. 2,042,743 thereof, as well as any common law rights to the mark (hereinafter "the Mark"); and

WHEREAS, ASSIGNEE GARY F. RUSSELL, a U.S. citizen having an address at 47 Water Street, Mystic, Connecticut 06355 (hereinafter "ASSIGNEE"), is desirous of becoming the owner by assignment of the Mark as well as U.S. Service Mark Registration No. 2,042,743, and any and all rights to the Mark that are currently owned by ASSIGNOR; and

WHEREAS, ASSIGNOR desires to transfer to ASSIGNEE any and all right, title, interest and goodwill it holds in and to the Mark as well as U.S. Service Mark Registration No. 2,042,743;

NOW, THEREFORE,

1. ASSIGNOR warrants that it is the owner of the Mark as well as U.S. Service Mark Registration No. 2,042,743; that said U.S. Service Mark Registration is currently valid; that it has used the Mark since the dates of first use recited in U.S. Service Mark Registration No. 2,042,473 and that such use has not been abandoned; and that there is no challenge to the ownership pending and not resolved.

2. ASSIGNOR warrants that, with the exception of a security interest held by Sirrom Capital Corporation, a Tennessee corporation having its principal offices at 500 Church Street, Suite 200, Nashville, Tennessee 37219, in U.S. Service Mark Registration No. 2,042,743, no security interest is presently outstanding in favor of any third party with respect to any of its rights in the Mark or U.S. Service Mark Registration No. 2,042,743.

3. ASSIGNOR agrees to provide any documentation or assistance that ASSIGNEE may reasonably request in securing and perfecting the rights to be transferred pursuant to this Agreement.

4. In consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, ASSIGNOR does hereby sell, assign and transfer to ASSIGNEE, his successors and assigns, all rights, title and interest in and to the Mark as well as U.S. Service Mark Registration No. 2,042,743, including any common law rights possessed in the Mark, together with all of the goodwill of the business symbolized by the Mark.


5. ASSIGNOR further assigns to ASSIGNEE all rights to damages or profits, due or accrued, arising out of past infringement of the Mark or injury to the goodwill connected with the use of the Mark.

6. This Agreement represents the entire agreement between the parties regarding assignment of the Mark, and it supersedes any prior oral or written agreement or understanding between the parties on that subject.

7. This Agreement is binding upon the parties, as well as their successors, assigns, officers and all those in concert or privity with them.

8. The assignment contemplated herein shall be deemed effective as of the date indicated below.

NASC, INC. (Assignor)

By: 

Name: GARY F. RUSSELL

Title: CEO/OWNER

Date: June 13, 2002