

07-23-2002



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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

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

1. Name of conveying party(ies):

Riva Sports, Inc.

6-28-02

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

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

2. Name and address of receiving party(ies)

Name: Branch Family Development, LLC

Internal

Address:

Suite 300

Street Address: 10610 Rhode Island Avenue

City: Beltsville State: MD Zip: 20705

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

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

TRADEMARK FEE PROCESS RECEIVED 2002 JUN 28 10:25 AM US PATENT & TRADEMARK OFFICE

3. Nature of conveyance:

- Assignment Merger Security Agreement Change of Name Other

Execution Date: 06/26/2002

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

A. Trademark Application No.(s)

See attached listings

B. Trademark Registration No.(s)

See attached listings

Additional number(s) attached Yes No

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

Name: Riva Sports, Inc.

Internal Address:

Street Address: 12166 Nebel Street

City: Rockville State: MD Zip: 20852

6. Total number of applications and registrations involved:

100

7. Total fee (37 CFR 3.41):

\$ 2,515.00

- 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.

Name of Person Signing

Signature

Date

Total number of pages including cover sheet, attachments, and document: 14

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

07/22/2002 DBYRNE

00000099 76313821

01 FC:461 02 FC:482

40.00 OP 2475.00 OP

TRADEMARK REEL: 2545 FRAME: 0533

TRADEMARK LISTINGS

Continuation of Item 4.

Trademark Applications	
SERIAL NO.	FILING DATE
76/313,821	09/18/01
76/314,089	09/18/01
76/314,090	08/31/01
76/313,820	09/18/01
78/095,133	11/26/01
75/461,144	03/30/98
78/095,916	11/30/01
75/618,342	01/11/99
75/617,821	01/11/99
75/820,176	10/31/99
75/820,177	10/31/99
75/820,178	10/31/99
75/820,173	10/31/99
78/016,483	07/12/00
78/016,479	07/12/00
78/017,107	07/17/00
78/017,104	07/17/00
78/045,052	01/26/01
78/045,055	01/26/01
78/045,054	01/26/01
78,047,612	02/09/01
78/047,695	02/10/01
78/047,694	02/10/01
78/051,198	03/02/01
78/054,103	03/20/01
78/053,082	03/14/01
78/054,155	03/21/01
78/057,429	04/09/01
78/057,430	04/09/01
78/057,517	04/09/01
78/057,521	04/09/01
78/057,499	04/09/01
78/057,511	04/09/01
78/062,172	05/05/01
78/062,171	05/05/01
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76/307,706	08/31/01
76/331,997	10/03/01
76/331,996	10/03/01

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Continuation of Item 4.

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76/331,994	10/03/01
76/331,993	10/03/01
76/331,992	10/03/01
76/331,982	10/03/01
76/331,991	10/03/01
78/118,344	03/29/02
78/118,511	03/30/02

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Continuation of Item 4.

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76/331,980	10/03/01
76/331,979	10/03/01
76/331,990	10/03/01
76/331,989	10/03/01
76/331,988	10/03/01
76/331,987	10/03/01
76/331,986	10/03/01
1,119,025	10/15/01
1,119,024	10/15/01
1,119,023	10/15/01
78/095,134	11/26/01
76/343,838	11/28/01
76/343,839	11/28/01
76/354,433	12/31/01
76/354,434	12/31/01
76/343,834	11/28/01
76/343,835	11/28/01
76/343,836	11/28/01
76/343,837	11/28/01
78/095,136	11/26/01
78/095,131	11/26/01
78/095,847	11/30/01
78/098,551	12/15/01
78/098,552	12/15/01
78/098,533	12/15/01
78/098,554	12/15/01
78/098,556	12/15/01
78/098,639	12/16/01
78/098,987	12/18/01
78/099,806	12/22/01
78/099,807	12/22/01
78/100,403	12/31/01
78/102,099	01/11/01
78/102,100	01/11/01
78/106,590	02/04/02

TRADEMARK LISTINGS

Continuation of Item 4.

Registered Trademarks	
REG. NO.	REG. DATE
2,250,342	06/01/99
2,257,865	06/29/99
2,322,160	02/22/00
2,330,250	03/14/00
2,394,143	10/10/00
2,394,142	10/10/00
2,417,912	01/02/01
2,419,450	01/09/01
2,419,449	01/09/01
2,462,268	06/19/01
2,478,604	08/14/00
2,530,238	01/15/02
2,557,404	04/02/02
2,567,415	05/07/02
2,578,814	06/11/02

**CONDITIONAL ASSIGNMENT OF AND
SECURITY INTEREST IN INTELLECTUAL PROPERTY RIGHTS
(TRADEMARK)**

THIS CONDITIONAL ASSIGNMENT OF AND SECURITY INTEREST IN INTELLECTUAL PROPERTY RIGHTS (TRADEMARK) ("Conditional Assignment"), dated as of June 26, 2002 is made by **RIVA SPORTS, INC.**, a Delaware corporation (the "Company"), in favor of **BRANCH FAMILY DEVELOPMENT, LLC**, a Nevada limited liability company, with an address of 10610 Rhode Island Avenue, Suite 300, Beltsville, MD 20705 (the "Secured Party"), pursuant to a Secured Promissory Note (the "Note") dated as of the date hereof by and between the Company and the Secured Party.

WITNESSETH:

WHEREAS, the Company is issuing the Note in connection with the Secured Party's loan to the Company of an aggregate principal amount of \$1,200,000 (the "Loan"); and

WHEREAS, in connection with the Note, the Company has executed and delivered and may hereafter deliver the Security Documents, as that term is used in the Note (together with all amendments and other modifications, if any, from time to time thereafter made thereto, and any additional documents required by and provided to the Secured Party, the "Security Documents"); and

WHEREAS, as a condition to the Loan, the Company is required to execute and deliver this Conditional Assignment; and

WHEREAS, the Company has duly authorized the execution, delivery and performance of this Conditional Assignment.

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and in order to induce the Secured Party to make the Loan, the Company agrees, for the benefit of the Secured Party, as follows:

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Conditional Assignment, including its preamble and recitals, have the meanings provided or provided by reference in the Note and the Security Documents.

SECTION 2. Conditional Assignment and Grant of Security Interest. The Company hereby: (a) pledges; (b) grants a continuing security interest in and a right of setoff against; and (c) assigns, transfers and conveys effective upon demand made upon the occurrence of an Event of Default (subject to any applicable cure period), the Intellectual Property (including, without limitation, the trademark registrations and applications listed on Schedule A hereto and all goodwill associated therewith), to the Secured Party, for its benefit, to secure payment, performance and observance of the Obligations.

SECTION 3. Purpose. This Conditional Assignment has been executed and delivered by the Company for the purpose of registering the conditional assignment and grant of security interest herein with the United States Patent and Trademark Office. The conditional assignment

and security interest granted hereby have been granted as a supplement to, and not in limitation of, the security interest granted to the Secured Party, in its own right under the Security Documents. The Security Documents (and all rights and remedies of the Secured Party thereunder) shall remain in full force and effect in accordance with their terms.

SECTION 4. Acknowledgement. The Company does hereby further acknowledge and affirm that the rights and remedies of the Secured Party, with respect to the security interest in the Intellectual Property granted hereby are more fully set forth in the Security Documents, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.

SECTION 5. Counterparts. This Conditional Assignment may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.

* * * *

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IN WITNESS WHEREOF, the parties hereto have caused this Conditional Assignment of and Security Interest in Intellectual Property Rights (Trademark) to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

COMPANY:

RIVA SPORTS, INC.

By: [Signature]
ANDREW F. FIREMAN,
Its: Chief Executive Officer

Company's Address for Notices:

12166 Nebel Street
Rockville, MD 20852
Attn: Andrew F. Fireman
Facsimile: (301) 230-0015

with a copy to:

Gadsby Hannah LLP
225 Franklin Street
Boston, MA 02110
Attn: Lawrence H. Gennari, Esq.
Facsimile: (617) 345-7050

SECURED PARTY:

BRANCH FAMILY DEVELOPMENT, LLC

By: [Signature]
CHARLES M. STEINER
Its: Managing Member

Addresses for Notices:

10610 Rhode Island Avenue, Suite 300
Beltsville, MD 20705

with copy to:

Arent Fox Kintner Plotkin & Kahn, PLLC
1050 Connecticut Avenue, N.W.
Washington, DC 20036-5339
Attn: Robert B. Hirsch, Esq.
Facsimile: (202) 857-6120

STATE OF CALIFORNIA
COUNTY OF LOS ANGELES ^{SS}

On the 21 day of June, 2002, before me personally came Andrew F. Fireman, ~~who is personally known to me~~ to be the Chief Executive Officer of Riva Sports, Inc., a Delaware corporation; who, being duly sworn, did depose and say that he is the Chief Executive Officer of

4/21/02

such corporation, the corporation described in and which executed the foregoing instrument; that he executed and delivered said instrument pursuant to authority given by the Board of Directors of such corporation; and that he acknowledged said instrument to be the free act and deed of said corporation.

Mary A. Swor
Notary Public

Notary Public
County of Los Angeles, State of CALIFORNIA
My Commission Expires: 12/30/05

[NOTARIAL SEAL]



Exhibit A

Trademark Applications	
SERIAL NO.	FILING DATE
76/313,821	09/18/01
76/314,089	09/18/01
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2,530,238	01/15/02
2,557,404	04/02/02
2,567,415	05/07/02
2,578,814	06/11/02

B0255690v3

RECORDED: 06/28/2002

**TRADEMARK
REEL: 2545 FRAME: 0546**