

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

Trademark Recordation Cover Sheet

TO: The Commissioner of Patents and Trademarks
 Washington, D.C. 20231
 ATTN: Assignment Branch


Please find enclosed for recording a *Nunc Pro Tunc* Assignment of Trademarks (the "Assignment") identified as follows:

1. **Conveying Party:** ("Assignor") Michael Lee Cook.
2. **Receiving Party:** ("Assignee") Netherland Corporation, an Oklahoma corporation having an address of 507 South Coltraine, Edmond Oklahoma 73034.
3. The Assignment evidences the transfer of the trademark registration from Assignor to Assignee *Nunc Pro Tunc* as of May 23, 2000.
4. The Assignment should be recorded against the following trademark registration:

Mark	Registration No.
STARLIGHT PRODUCTIONS	1,551,348

5. Correspondence concerning this request should be sent to: Grady M. Garrison, Esq., Butler, Snow, O'Mara, Stevens & Cannada, PLLC, P.O. Box 171443, Memphis, Tennessee 38187.
6. This request concerns one (1) registration, and a total fee of forty dollars (\$40.00) is submitted herewith. The Commissioner is hereby authorized to charge any additional payment, or credit any refund that may be due to Deposit Account No. 50-0858.
7. The Assignee is domiciled in the United States.
8. The enclosed Assignment is dated February 18, 2003.
9. To the best knowledge and belief of the undersigned, the information contained on this cover sheet is true and correct and any copy submitted is a true copy of the original document.

Respectfully submitted,



 Grady M. Garrison
 Attorney for Assignee

Date: 2/24/03

NUNC PRO TUNC ASSIGNMENT OF TRADEMARKS

This *Nunc Pro Tunc* Assignment of Trademarks ("Agreement") is by and between Michael Lee Cook, an individual resident in Oklahoma ("Assignor"), and the Netherland Corporation, an Oklahoma corporation, having its principal place of business at 507 South Coltrane, Edmond, OK 73034 ("Assignee").

WITNESSETH

WHEREAS, Assignor was the owner, as of May 23, 2000, of all the issued and outstanding capital stock of Assignee;

WHEREAS, Assignor, Assignee and Varsity Spirit Corporation, a Tennessee corporation located at 6745 Lenox Center Court, Suite 300, Memphis, TN 38115 ("Varsity"), entered into an Asset Purchase Agreement dated as of May 23, 2000, pursuant to which Varsity purchased substantially all of the assets of Assignee's Business (as defined in the Asset Purchase Agreement) from Assignee;

WHEREAS, pursuant to such purchase of the Business, Varsity purchased all rights, title and interest in and to certain of Assignee's intellectual property, including all rights, title and interest in and to the trademark "STARLIGHT PRODUCTIONS", Registration No. 1,551,348, registered with the United States Patent & Trademark Office on August 8, 1989 (the "Mark");

WHEREAS, the Mark was registered, on May 23, 2000, to Assignor in his individual capacity, ownership of which registration Assignor mistakenly omitted to assign to Assignee at the time of execution of the Asset Purchase Agreement;

WHEREAS, both Assignor and Assignee wish to rectify the mis-assignment, such that all right, title and interest in and to the Mark passed to Assignee as of May 23, 2000, such that it formed part of the assets purchased by Varsity;

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

1. The Mark.

The Mark consists of:

- a) STARLIGHT PRODUCTIONS, United States Registration No. 1,551,348, for entertainment services, namely, organizing and conducting performing arts and athletic competitions, in Class 41.

2. Assignment of Mark.

Assignor hereby sells, assigns and transfers to Assignee all right, title and interest in and to the Mark, together with the registration thereof, effective, *nunc pro tunc*, as of May 23, 2000.

3. Applicable Law.

This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of Oklahoma, United States of America.

4. Entire Agreement.

This Agreement and the Asset Purchase Agreement, entered into between the parties and Varsity on May 23, 2000, and any amendments thereto, contain the entire agreement between the parties with respect to the subject matter hereof, and supersede any and all other previous agreements between the parties with respect to the subject matter hereof.

6. Counterparts.

This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and delivered to their duly authorized representatives as of the date hereinbelow written.

NETHERLAND CORPORATION

By: 
Title: President
Date: 2-18-03

MICHAEL LEE COOK

