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LAW OFFICES OF  
**ROTH & GOLDMAN**  
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02-06-2003  
  
102358104

2-5-03

RECORDATION COVER SHEET FOR TRADEMARKS

Box ASSIGNMENT  
Director - U.S. Patent and Trademark Office  
Washington, D. C. 20231

January 15, 2003

Dear Sir:

Please record the attached original documents or copies thereof.

1. NAME OF CONVEYING PARTY  
Good Sports, LLC  
11756 Borman Drive  
St. Louis, MO 63146

☐ Individual  
☐ General Partnership  
☒ Corporation - State: Missouri  
☐ Association  
☐ Limited Partnership

2. NAME OF RECEIVING PARTY  
Easton Sports, Inc.  
7855 Haskell Ave, Suite 202  
Van Nuys, CA 91406  
UNITED STATES OF AMERICA

☐ Individual  
☐ General Partnership  
☒ Corporation - State: California  
☐ Association  
☐ Limited Partnership - State:

If assignee is not domiciled in the U.S., a domestic representative designation is attached  
☐ YES ☐ NO

3. NATURE OF CONVEYANCE  
☒ Assignment  
☐ Security Agreement  
☐ License  
☐ Merger  
☐ Change of Name  
Execution Date: 3 JANUARY 2003

4. APPLICATION AND/OR REGISTRATION NUMBER(S)  
A. Application No(s):

B. Registration No(s): 2,188,076 and 2,304,725

02/06/2003 LMUELLER 00000006 2188076

01 FC:8521  
02 FC:8522

40.00 OP  
25.00 OP

FINANCE SECTION  
FEB 2 4 3

TRADEMARK  
REEL: 002664 FRAME: 0658

5. NAME OF PARTY TO RECEIVE CORRESPONDENCE

Roth & Goldman, P.A.  
523 W. 6th Street, Suite 707  
Los Angeles, California 90014

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6. TOTAL NUMBER OF APPLICATIONS/REGISTRATIONS INVOLVED: 2

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7. TOTAL FEE \$65.

☒ Enclosed

☒ Excess, if any, is authorized to be charged to Deposit Account No. 18-2069.

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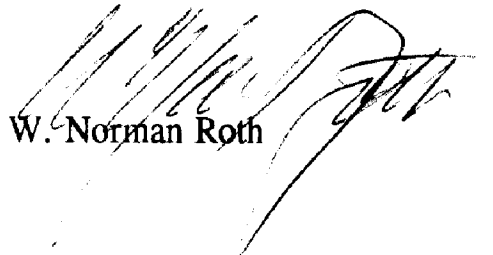
8. STATEMENT & SIGNATURE

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.

9. PAGES

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

Very truly yours,

  
W. Norman Roth

WNR/ims

## **BILL OF SALE**

This Bill of Sale is entered into by and between Good Sports, L.L.C. (hereinafter Good Sports) and Easton Sports, Inc. (hereinafter Easton).

WHEREAS, In-Play International, Inc., d/b/a The Lumber Company (hereafter In-Play), executed a line of credit note payable to Southwest Bank of St. Louis (hereafter Southwest Bank), and executed related security agreements which pledged as collateral all intellectual property rights of In-Play; Southwest Bank assigned to Good Sports said note and security agreements; and

WHEREAS, on September 6, 2002, an Agreed Order for Relief from Automatic Stay was entered in the Chapter 7 bankruptcy of In-Play, United States Bankruptcy Court, Eastern District of Missouri, Eastern Division, Case No. 02-43572-293; and

WHEREAS, Good Sports has provided a Notice of Public Sale of all intellectual property rights owned by In-Play to all interested parties and advertised said sale in the St. Louis Post-Dispatch; and

WHEREAS, Easton, its successors and assigns, was the successful high bidder at \$20,500.00 for the purchase of all intellectual property rights owned by In-Play.

**NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS,** that Good Sports, for valuable consideration in the amount of \$20,500.00, the receipt and sufficiency of which is hereby acknowledged, does hereby grant, bargain, sell, convey, transfer and deliver to Easton any and all intellectual property rights owned by In-Play, including, but not limited to, all trademarks (including all rights in or to registered or unregistered trademarks in Japan, if any, and including all rights, if any, in or to Japanese Registration Nos. 4410251 and 4410250), copyrights, domain names, web sites and good will, as more specifically described on the

Description of Collateral attached hereto and made a part hereof by reference. The parties agree that this sale is final, without any recourse to seller, as – is, where – is, without any express or implied warranties whatsoever (including warranties of fitness for a particular purpose, merchantability, or of title).

Executed this 3<sup>rd</sup> day of JANUARY, 2003.

GOOD SPORTS, L.L.C. (Seller)

By: Charlie Wiegert  
Name Printed: Charlie Wiegert  
Title: Manager

EASTON SPORTS, INC. (Buyer)

By: Mark Tread  
Name Printed: Mark Tread  
Title: CEO

Description of collateral:

Any and all intellectual property rights owned by In-Play International, Inc., d/b/a The Lumber Company, including any and all inventions, patents, copyrights, trademarks (including trade dress and service marks), trade secrets, and domain names, including any and all related applications and registrations, and specifically including (without limitation) the trademarks and related applications/registrations identified in Schedule A, the goodwill of the business symbolized by the marks, the registration for thelumbercompany.com domain name, any and all intellectual property rights embodied or used in thelumbercompany.com website (irrespective of whether such rights are embodied or used elsewhere), the right to use under existing license(s) any and all intellectual property rights of third parties embodied or used in such website, including those provided under any Web hosting agreement(s), and the right to sue and recover for past infringement of any and all of the aforesaid rights.

**Schedule A**

Mark	Application No.	Registration No.	Status
	Filing Date	Registration Date	
5 TOOL HARDWARE	76-250,478 5/2/2001		Abandoned- Notice of Allowance mailed January 1, 2002
5 TOOL HARDWARE	75-918,104 2/14/2000		Abandoned - No Statement of Use Filed
DESIGN ONLY	75-416,587 1/12/98	2,304,725 12/28/99	Registered
THE LUMBER COMPANY	75-012,748 10/31/1995	2,188,076 9/8/1998	Registered
THE LUMBER COMPANY	76-249,917 5/2/2001		Pending- Notice of Allowance mailed April 9, 2002
THE LUMBER COMPANY	75-545,224 8/31/98		Abandoned- Notice of Allowance mailed on March 7, 2000- Third Extension filed on Sept 7, 2001
THE LUMBER COMPANY	76-102,214 8/3/2000		Abandoned- Notice of Allowance mailed on March 19, 2002
THE LUMBER COMPANY	76-102,177 8/3/2000		Abandoned - No Statement of Use Filed
TIMBERTOWN	75-561,655		Abandoned: Applicant's express request