

02-28-2003



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FORM PTO-1594
1-31-92

FINANCE SECTION

U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

TO THE HONORABLE COMMISSIONER OF PATENTS AND TRADEMARKS:

Please record the attached original documents or copy thereof. ATTORNEY DOCKET NO.: 19241.3044US

1. Name of conveying party(ies): **2-25-03**
 HARLESK NEVADA, INC., a general partner of HARICH TAHOE DEVELOPMENTS, a Nevada general partnership

[] Individual(s)
 [] Association
 [] General Partnership
 [] Limited Partnership
 [X] Corporation -- State: NEVADA
 [] Other

Additional names of conveying party(ies) attached?
 [] YES [X] NO

2. Name and address of receiving party(ies):
 Name: RIDGEWOOD DEVELOPMENT, INC.
 Internal Address:
 Street Address: 276 Kingsbury Grade
 City: Stateline
 State: Nevada
 Zip: 89449

[] Individual(s)
 [] Association
 [] General Partnership
 [] Limited Partnership
 [X] Corporation -- State: NEVADA
 [] Other

If Assignee is not domiciled in the United States, a domestic representative designation is attached:
 [] YES [] NO

Additional name(s) and address(es) attached?
 [] YES [X] NO

3. Nature of conveyance:

Assignment	Merger	X	Other (Assignment of Partnership Interest)
Security Agreement	Change of Name		

Execution Date: July 18, 1983

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

A. Trademark Application No.(s):
 B. Trademark Registration No(s): **1288151**

Additional numbers attached? [] YES [X] NO

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

Nancy K. Gardner, Esq.
NEEDLE & ROSENBERG, P.C.
 The Candler Building
 127 Peachtree Street, N.E.
 Atlanta, Georgia 30303-1811
 (404) 688-0770

6. Total number of applications and registrations involved: 1

7. Total fee (37 CFR 3.41): \$40.00

[X] Enclosed, authorized by a signed Credit Card Payment Form PTO-2038

[] Authorized to be charged to Deposit Account.

The Commissioner is hereby authorized to charge any additional fees which may
be required, or credit any overpayment, to Deposit Account No. 14-0629.

8. Deposit account number: 14-0629

(Attach duplicate copy of this form if paying by deposit account)

9. 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.

Nancy K. Gardner
Nancy K. Gardner

February 20, 2003
Date

Total Number of Pages Including Cover Sheet, Attachments, and Document: 5

I hereby certify that this correspondence is being deposited with the United States Postal Service as first class mail in an envelope addressed to: **BOX ASSIGNMENT**, Director of the United States Patent and Trademark Office, Washington, D.C. 20231, on this 20th day of February, 2003.

Michael Laird
Michael Laird

2/20/03
Date

COPY

TRANSFER OF GENERAL PARTNERSHIP INTEREST
IN
HARICH TAHOE DEVELOPMENTS

The undersigned assignor, HARLESK NEVADA INC., a Nevada Corporation (hereinafter referred to as "Assignor"), for One Dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, does hereby assign, transfer, set over and convey unto RIDGEWOOD DEVELOPMENT INC., a Nevada Corporation (hereinafter referred to as "Assignee"), all of Assignor's right, title and interest in and to its interest as general partner in Harich Tahoe Developments, a Nevada general partnership, and the right to participate in profits and losses under the Partnership Agreement of Harich Tahoe Developments, made and entered into as of the 5th day of March, 1981, by and between Assignor as general partner, and Lakewood Development Inc. as general partner.

For the same consideration, Assignor covenants with Assignee and represents and warrants that Assignor is the lawful owner of and has good title to the interest above assigned, has the full right and authority, pursuant to the said Partnership Agreement, to execute this Assignment, and the same is free and clear of all liens, encumbrances or adverse claims, and hereby covenants and agrees to warrant and forever defend said interest unto Assignee against every person whomsoever lawfully claiming or to claim the same or

any part thereof by, through or under Assignor.

Assignee, by the execution of this transfer of interest, agrees to receive, accept and hold the interest in capital and profits or losses of the partnership above assigned, in accordance with and subject to the provisions contained in this Assignment and that certain Agreement for Transfer and Acceptance of Partnership Interest, made, inter alia, by and between Assignor and Assignee and dated July 18, 1983 (the "Transfer Agreement"), and shall become a general partner in said partnership.

Assignee does hereby assume, and shall hold Assignor harmless against, Assignor's liabilities for the obligations of the partnership, to the extent provided under the Transfer Agreement.

IN WITNESS WHEREOF, the Assignor and the Assignee have executed this transfer of interest effective as of the 18th day of July, 1983.

Assignor:

FARLESK NEVADA INC.

By [Signature]

Its [Signature]

ASST. SECV.

Assignee:

RIDGEWOOD DEVELOPMENT INC.

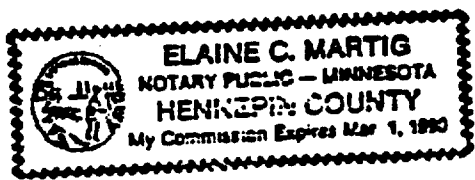
By [Signature]

Its [Signature]

STATE OF MINNESOTA)
) SS.
COUNTY OF HENNEPIN)

The foregoing instrument was acknowledged before me
this 27th day of May, 1983 by Kirk Nairne, Asst. Secretary
of Harlesk Nevada, Inc., a Nevada corporation, on behalf of
the corporation.

Elaine C. Martig
Notary Public



STATE OF MINNESOTA)
) SS.
COUNTY OF HENNEPIN)

The foregoing instrument was acknowledged before me
this 27th day of May, 1983 by D. P. Leaney, President
of Ridgewood Development Inc., a Nevada corporation, on behalf
of the corporation.

Elaine C. Martig
Notary Public

