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Tab settings



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

102415221

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

1. Name of conveying party(ies):  
ANZA SPORT GROUP, INC.

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

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

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other License
- Merger
- Change of Name

Execution Date: 01/01/1998

2. Name and address of receiving party(ies)

Name: Filter Publications, LLC

Internal

Address:

Street Address: 166 Harner Run

City: Morgantown State: WV Zip: 26508

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

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  No

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

A. Trademark Application No.(s)

B. Trademark Registration No.(s) 1,782,112

Additional number(s) attached  Yes  No

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

Name: Richard S. Koppel

Internal Address:

Koppel, Jacobs, Patrick & Heybl

Street Address:

555 St. Charles Drive, Suite 107

City: Thousand Oaks State: CA Zip: 91360

6. Total number of applications and registrations involved: 1

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

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

11-1580 for any deficiency.

9. Signature.

DO NOT USE THIS SPACE

Richard S. Koppel

Name of Person Signing

*Richard S. Koppel*  
Signature

March 18, 2003

Date

Total number of pages including cover sheet, attachments, and document: 4

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

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TRADEMARK  
REEL: 002708 FRAME: 0698

TRADEMARK LICENSE AGREEMENT

THIS AGREEMENT is effective nunc pro tunc as of 1/1/98, by and between ANZA Sport Group, Inc., by change of name from AXO Sport-America, Inc., (hereinafter called ANZA), a corporation organized and existing under the laws of California and having a place of business at Valencia, California, and Filter Publications, LLC (hereinafter called FILTER), a limited liability company having a place of business at Morgantown, West Virginia.

WHEREAS, ANZA is the owner of U.S. Trademark Registration No. 1,782,112 for INSIDE MOTOCROSS (the MARK) and

WHEREAS, FILTER is desirous of using the MARK in connection with its business;

NOW, THEREFORE, in consideration of the foregoing and of the mutual promises hereinafter set forth, the parties agree as follows:

1. GRANT OF LICENSE

ANZA grants to FILTER a nonexclusive, nontransferable license to use the MARK in connection with the goods covered by the registration and FILTER accepts the license subject to the following terms and conditions.

2. OWNERSHIP OF MARK

FILTER acknowledges the ownership of the MARK in ANZA, agrees that it will do nothing inconsistent with such ownership and that all use of the MARK by FILTER shall inure to the benefit of and be on behalf of ANZA, and agrees to assist ANZA in recording this Agreement with appropriate government authorities. FILTER agrees that nothing in this License shall give FILTER any right, title or interest in the MARK other than the right to use the MARK in accordance with this License and FILTER agrees that it

will not attack the title of ANZA to the MARK or attack the validity of this License.

### 3. QUALITY STANDARDS

FILTER agrees that the nature and quality of all goods sold by FILTER under the MARK and all related advertising, promotional and other related uses of the MARK by FILTER shall conform to standards set by ANZA.

### 4. QUALITY MAINTENANCE

FILTER agrees to cooperate with ANZA in facilitating ANZA's control of such nature and quality, to permit reasonable inspection of FILTER's operation, and to supply ANZA with specimens of all uses of the MARK upon request. FILTER shall comply with all applicable laws and regulations and obtain all appropriate government approvals pertaining to the sale, distribution and advertising of goods covered by this License.

### 5. FORM OF USE

FILTER agrees to use the MARK only in the form and manner and with appropriate legends as prescribed from time to time by ANZA.

### 6. INFRINGEMENT PROCEEDINGS

FILTER agrees to notify ANZA of any unauthorized use of the MARK by others promptly as it comes to FILTER's attention. ANZA shall have the sole right and discretion to bring infringement or unfair competition proceedings involving the MARK.

### 7. TERM

This Agreement shall continue in force and effect for the term of the registration issued for said MARK, unless sooner terminated as provided for herein.

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### 9. INTERPRETATION OF AGREEMENT

This Agreement shall be interpreted according to the laws of the State of California.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the day and year first above written.

ANZA SPORT GROUP, INC.