

05-01-2003

Form PTO-1594 (Rev. 10/02) OMB No. 0651-0027 (exp. 6/30/2005)



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

Tab settings

102436620

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

1. Name of conveying party(ies):

The Peninsula Fund II, L.P.

4.7903

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

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

3. Nature of conveyance:

- Assignment Merger Security Agreement Change of Name Other Release and Termination

Execution Date: 04/29/2003

2. Name and address of receiving party(ies)

Name: Riva Sports, Inc.

Internal Address:

Street Address: 12166 Nebel Street

City: Rockville State: MD Zip: 20852

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

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)

Exhibit A attached hereto

B. Trademark Registration No.(s)

Exhibit A attached hereto

Additional number(s) attached Yes No

2250342

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

Name: Jeffrey P. Clevon, Esq.

Internal Address: GADSBY HANNAH LLP

Street Address: 225 Franklin Street

City: Boston State: MA Zip: 02110

6. Total number of applications and registrations involved:

14

7. Total fee (37 CFR 3.41) \$ 365

- Enclosed Authorized to be charged to deposit account

8. Deposit account number:

OFFICE OF PUBLIC RECORDS 2003 APR 29 PM 2:36 FINANCE SECTION

DO NOT USE THIS SPACE

9. Signature.

Jeffrey P. Clevon, Esq.

Name of Person Signing

Signature

04/29/2003

Date

05/01/2003 LABELER 00000018 2250342

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

01 FC:6521 02 FC:6522

40.00 OP 325.00 OP

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

TRADEMARK REEL: 002722 FRAME: 0560

Exhibit A

Registered Trademarks	
REG. NO.	REG. DATE
2,250,342	06/01/1999
2,257,865	06/29/1999
2,322,160	02/22/2000
2,330,250	03/14/2000
2,394,143	10/10/2000
2,394,142	10/10/2000
2,417,912	01/02/2001
2,419,449	01/09/2001
2,462,268	06/19/2001
2,478,604	08/14/2000
2,530,238	01/15/2002
2,621,645	09/17/2002

Trademark Applications	
SERIAL NO.	FILING DATE
75/618,342	01/11/1999
75/617,821	01/11/1999

RELEASE AND TERMINATION**OF****SECURITY INTEREST
(TRADEMARKS)**

WHEREAS, RIVA SPORTS, INC., a Delaware Corporation ("Riva") has adopted and is using the trademarks and the United States Patent and Trademark Office registrations and applications therefor as listed on Exhibit A attached hereto (collectively, the "Trademarks");

WHEREAS, pursuant one or more certain Conditional Assignment of and Security Interest in Intellectual Property Rights (Trademark) between Riva and THE PENINSULA FUND II, L.P., ("Peninsula") dated as of June 16, 2000 (the "Agreements"), and as recorded with the United States Patent and Trademark Office at Reel 2118, Frame 0728, and at Reel 2148, Frame 0236, Riva has conditionally assigned and granted a security interest in the Trademarks to Peninsula to secure certain obligations of Riva to Peninsula; and

WHEREAS, the obligations of Riva to Peninsula are fully paid and satisfied and Peninsula is desirous of releasing and terminating its conditional assignment and security interest in the Trademarks.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged:

Peninsula hereby releases and assigns unto Riva, effective as of the date hereof, all of its rights, title in and interests and hereby terminates its security interest in the Trademarks and the United States Patent and Trademark Office registrations and applications therefore, and any other trademark application and/or registration, including without limitation, any of Peninsula's rights, title and interests arising pursuant to the Agreements as recorded with the United States Patent and Trademark Office on August 11, 2000 at Reel 2118, Frame 0728, and at Reel 2148, Frame 0236.

IN WITNESS WHEREOF, this Release and Termination has been executed on behalf of Peninsula by its duly authorized officer as of this 29th day of April, 2003.

THE PENINSULA FUND II, L.P.

By its general partner,
PENINSULA CAPITAL PARTNERS, L.L.C.

By  _____

Name: Scott Kelly

Title: President

Exhibit A

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