

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
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NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL
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CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
SHOPSPORTS.COM		02/06/2003	CORPORATION: CALIFORNIA

RECEIVING PARTY DATA	
Name:	COPELANDS' ENTERPRISES, INC.
Street Address:	966 Monterey Street
City:	San Luis Obispo
State/Country:	CALIFORNIA
Postal Code:	93406
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 2		
Property Type	Number	Word Mark
Serial Number:	75580989	SHOPSPORTS.COM
Registration Number:	2365830	SHOPSPORTS

CORRESPONDENCE DATA	
Fax Number:	(215)655-2317
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	215.994.2317
Email:	hal.borden@dechert.com
Correspondent Name:	DECHERT LLP
Address Line 1:	1717 Arch Street
Address Line 2:	4000 Bell Atlantic Tower
Address Line 4:	Philadelphia, PENNSYLVANIA 19103-2793

ATTORNEY DOCKET NUMBER:	329470
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NAME OF SUBMITTER:	Hal E. Borden
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Total Attachments: 2
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CH \$65.00 75580989

**TRADEMARK**

## ASSIGNMENT OF TRADEMARKS

This ASSIGNMENT OF TRADEMARKS (the "Assignment"), effective as of February 6, 2003, is made by and between SHOPSPORTS.COM, a California corporation with offices at 966 Monterey Street, San Luis Obispo, California 93406 ("Assignor"), and COPELANDS' ENTERPRISES, INC., a Delaware corporation with offices at 966 Monterey Street, San Luis Obispo, California 93406 ("Assignee").

WHEREAS, Assignor owns the service marks shown in Schedule A hereto; and

WHEREAS, Assignee has acquired from Assignor all of the assets of Assignor's business and is desirous of acquiring the service marks shown in Schedule A hereto and any other trademarks, service marks, trade names, and trade dress of Assignor's business (collectively, the "Marks"), the registration and application for registration of the Marks shown in Schedule A and any other registrations and applications for registration of the Marks, and the goodwill of Assignor's business symbolized by the Marks, free and clear of all liens.

NOW THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, Assignor hereby sells, assigns and transfers to Assignee and Assignee hereby accepts, all of Assignor's right, title and interest in and to (a) the Marks, together with the registrations and applications for registration of the Marks shown in Schedule A, and any other registrations and applications for registration of the Marks, (b) all income, royalties, damages and payments due as of or after the effective date of this Agreement arising from the Marks, and (c) all rights of action arising from the Marks, all claims for damages by reason of past, present and future infringement of the Marks and the right to sue and collect damages for such infringement, and (d) the goodwill of Assignor's business symbolized by the Marks.

SHOPSPORTS.COM

By Wayne S. Peterson  
Name: WAYNE S. PETERSON  
Title: EXEC. V.P. & CFO

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**SCHEDULE A**

**U.S. Registration**

<b>MARK</b>	<b>REGISTRATION DATE</b>	<b>REGISTRATION NUMBER</b>
<b>SHOPSPORTS</b>	<b>July 11, 2000</b>	<b>2,365,830</b>

**Pending U.S. Application**

<b>MARK</b>	<b>FILING DATE</b>	<b>SERIAL NUMBER</b>
<b>SHOPSPORTS.COM</b>	<b>November 2, 1998</b>	<b>75-580,989</b>