

02/10/2004
700065281

Form PTO-1594

(Rev. 10/02)

OMB No. 0851-0027 (exp. 6/30/2005)

RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

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

Tab settings

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

1. Name of conveying party(ies):

Rocky Mountain, Inc.

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

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

3. Nature of conveyance:

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

Execution Date: 11/30/2003

2. Name and address of receiving party(ies)

Name: Wham-O, Inc.

Internal Address:

Street Address: 5808 Christie Avenue

City: Emeryville State: CA Zip: 94608

- 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) 76536341.

B. Trademark Registration No.(s) 1902087, 1903284, 2034143, and 2527458.

Additional number(s) attached Yes No

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

Name: Carole F. Barrett

Internal Address:

Street Address: Three Embarcadero Center
Seventh Floor

City: San Francisco State: CA Zip: 94111-4024

6. Total number of applications and registrations involved: 5

7. Total fee (37 CFR 3.41).....\$ 140.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

Please charge PTO deposit acct 082792

DO NOT USE THIS SPACE

9. Signature.

Carole F. Barrett
Name of Person Signing


Signature

February 10, 2004
Date

Total number of pages (including cover sheet, attachments, and comments) 9

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

CH \$140.00 082792 76536341

ASSIGNMENT OF TRADEMARKS

This Assignment of Trademarks (the "ASSIGNMENT") is made, executed, and delivered by Rocky Mountain, Inc., a Washington corporation ("SELLER") to Wham-O, Inc., a Delaware corporation ("PURCHASER") as of the date set forth below pursuant to an Asset Purchase Agreement entered into by and between SELLER and PURCHASER as of November 28, 2003 (the "AGREEMENT").

WHEREAS, SELLER is the owner of (a) the trademarks, service marks, domain names, registrations for the foregoing, and applications for the foregoing set forth on the Schedule of Trademarks annexed hereto as SCHEDULE 1 and made a part hereof, and (b) all trademarks, service marks, and domain names that SELLER owns or claims in connection with the BUSINESS and the PRODUCTS, as those terms are defined in the AGREEMENT, including without limitation all designs and logos associated with any of the foregoing, all translations and foreign language equivalents of any of the foregoing, all combinations of any of the foregoing, and all registrations and applications for, and all common law rights in, to, and under any of the foregoing (collectively, the "TRADEMARKS"), together with the goodwill of the BUSINESS, which is represented and symbolized by the TRADEMARKS (the "GOODWILL"); and

WHEREAS, pursuant to the AGREEMENT, SELLER has agreed to sell, assign, transfer, convey and deliver, and PURCHASER has agreed to purchase, among other things, all of SELLER's right, title and interest in, to and under the TRADEMARKS, together with the GOODWILL;

NOW, THEREFORE, for good and valuable consideration, the sufficiency and receipt of which are hereby acknowledged, SELLER hereby sells, assigns, transfers, and conveys to PURCHASER (and its successors and assigns), as successor to the BUSINESS, the entire worldwide right, title and interest of SELLER in, to, and under the TRADEMARKS, together with and including (a) the GOODWILL, (b) all extensions and renewals of the registrations comprising part of the TRADEMARKS, (c) all rights to register, renew, protect and defend the TRADEMARKS, including the right to sue and bring claims for and collect, for PURCHASER's own use and enjoyment, damages and any other legal or equitable remedy by reason of past, present, and future infringement, dilution, or other violation of the TRADEMARKS, (d) all rights to any other claims arising out of or relating to the use or ownership of the TRADEMARKS, and (e) all other rights corresponding to the TRADEMARKS throughout the world.

SELLER further authorizes PURCHASER and the Commissioner of Patents and Trademarks of the United States, and any official or agency of any country or countries foreign to the United States whose duty it is to record trademark registrations, applications, assignments, and title thereto, to record the trademark registrations and applications listed in the annexed Schedule of Trademarks as the property of PURCHASER.

SELLER will cooperate with PURCHASER in executing and/or filing documents with the U.S. Patent and Trademark Office (the "PTO") and any equivalent agency in any country foreign to the United States as may be required to record this ASSIGNMENT with the PTO or such agency and to designate PURCHASER as the owner of the TRADEMARKS.

SELLER will also do, execute, acknowledge, deliver, file, or record, or will assist PURCHASER or endeavor to cause others to do, execute, acknowledge, deliver, file, or record, all such further acts, deeds, assignments, transfers, conveyances, powers of attorney, instruments, and assurances as PURCHASER may reasonably request, or as may be required by the law of the United States or any country foreign to the United States, in order to convey to PURCHASER the rights set forth herein.

SELLER represents and warrants that it shall not register or seek to register any of the TRADEMARKS or any trademark, service mark, trade name, domain name, or logo that is confusingly similar to any of the TRADEMARKS anywhere in the world.

This ASSIGNMENT is intended to implement the provisions of the AGREEMENT and shall not be construed to limit the obligations of SELLER or the rights of BUYER thereunder.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

This ASSIGNMENT may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties have executed this instrument this 31 day of November, 2003.

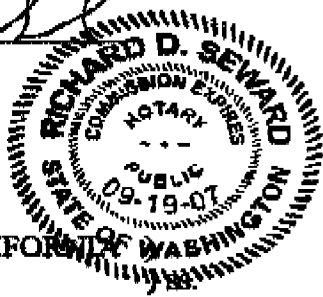
SELLER: ROCKY MOUNTAIN, INC.

By: [Signature]
Name: David P. Black
Title: President

STATE OF Washington)
COUNTY OF Kitsap) ss.

On this 31 day of November, 2003, before me, Richard D. Seward Notary Public, personally appeared David P. Black, proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his/her authorized capacity, and that by his/her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

[Signature]
Notary Public



PURCHASER: WHAM-O, INC.

By: _____
Name: _____
Title: _____

STATE OF CALIFORNIA)
COUNTY OF _____)

On this _____ day of _____, 2003, before me, _____, Notary Public, personally appeared _____, proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his/her authorized capacity, and that by his/her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

Notary Public

This ASSIGNMENT may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties have executed this instrument this _____ day of _____, 2003.

SELLER: ROCKY MOUNTAIN, INC.

By: _____
Name: _____
Title: _____

STATE OF _____)
COUNTY OF _____) ss.

On this ___ day of _____, 2003, before me, _____, Notary Public, personally appeared _____, proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his/her authorized capacity, and that by his/her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

Notary Public

PURCHASER: WHAM-O, INC.

By: *[Signature]*
Name: MARIE ESPALDOSA
Title: AGENT

STATE OF CALIFORNIA
COUNTY OF Contra Costa

On this 26th day of July, 2003, before me, Ann W. Baker, Notary Public, personally appeared Marie Espaldosa, proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his/her authorized capacity, and that by his/her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

[Signature]
Notary Public



SCHEDULE 1**SCHEDULE OF TRADEMARKS****REGISTERED U.S. MARKS:**

MARK	REGISTRATION DATE	REGISTRATION #
HYDROTECH	June 27, 1995	1,902,087
HYDROTECH	July 4, 1995	1,903,284
HYDROTECH	January 28, 1997	2,034,143
SPLASH ISLAND	January 8, 2002	2,527,459

U.S. TRADEMARK APPLICATIONS:

MARK	APPLICATION DATE	APPLICATION #
HYDROTECH	August 11, 2003	76,536,341

Law Offices of
HOWARD, RICE, NEMEROVSKI, CANADY, FALK & RABKIN
A Professional Corporation
Three Embarcadero Center, Seventh Floor
San Francisco, CA 94111
Tel. 415/434-1600 - Fax 415/217-5910

TELECOMMUNICATIONS TRANSMITTAL SHEET
February 11, 2004

PLEASE NOTE: THIS FACSIMILE AND THE INFORMATION IT CONTAINS ARE INTENDED TO BE A CONFIDENTIAL COMMUNICATION ONLY TO THE PERSON(S) SPECIFIED IN THE "TO" LINE BELOW. IF YOU HAVE RECEIVED THIS FACSIMILE IN ERROR, PLEASE NOTIFY US BY TELEPHONE AND RETURN THE ORIGINAL FAX TO THE ABOVE ADDRESS BY UNITED STATES MAIL. THANK YOU.

TO: Assignment Branch
UNITED STATES PATENT AND
TRADEMARK OFFICE
2900 Crystal Drive
Arlington, VA 22202-3513

FAX: 703.306.5995
TEL: 703.308.9723

FROM: Carole F. Barrett's Office

TOTAL NO. OF PAGES (including this cover page):

13

Please refer to the next page

Request for Recordal of Assignment
of Trademark Application (4) and Trademark Registration (1)

Reg. No. 1,902,087
Mark: HYDROTECH

Reg. No. 1,903,284
Mark: HYDROTECH

Reg. No. 2,034,143
Mark: HYDROTECH

Reg. No. 2,527,459
Mark: SPLASH ISLAND

Ser. No. 76,536,341
Mark: HYDROTECH

We attach a copy of the **REVISED** Recordation Form Cover Sheet. The Trademark Office is hereby authorized to charge the Deposit Account of Howard, Rice, Nemerovski, Canady, Falk & Rabkin, Account No. 08-2792 the fees reflected on the attached documents for a total amount of \$140.00 as the filing fees for the request for Recordal of Assignment of Trademark Application (1) and Trademark Registrations (4).



Leila M. Dwight, Trademark Administrator
on behalf of Carole F. Barrett

If you do not receive all pages, call the fax room at 415/765-4612 (after 9:00 p.m. call 415/399-3040) to speak directly to a facsimile operator.

Opr: _____
RETURN TO: LDwight 3463 (8) 40260.33