

FORM PTO-1594 (Modified)  
(Rev. 10/02)  
OMB No. 0651-0027 (exp. 6/30/2005)  
Copyright 1994-97 LegalStar  
TM05/REV03

RECORDATION FORM COVER SHEET

Docket No.:

TRADEMARKS ONLY

023300.41745

Tab settings

To the Director of the United States Patent and Trademark Office: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

Netherland Corporation

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

Additional names(s) of conveying party(ies)  Yes  No

3. Nature of conveyance:

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

Execution Date: **June 5, 2000**

2. Name and address of receiving party(ies):

Name: **Varsity Spirit Corporation**

Internal Address: **Suite 300**

Street Address: **6745 Lennox Center Court**

City: **Memphis** State: **TN** ZIP: **38115**

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

If assignee is not domiciled in the United States, a domestic designation is  Yes  N  
(Designations must be a separate document from Additional name(s) & address(es)  Yes  N

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

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

1551348

Additional numbers  Yes  No

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

Name: **James D. Montgomery**

Internal Address:

**Butler, Snow, O'Mara, Stevens & Cannada PLLC**

Street Address: **P.O. Box 171443**

City: **Memphis** State: **TN** ZIP: **38187**

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:

**50-0858**

DO NOT USE THIS SPACE

9. Statement and signature.

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.

**James D. Montgomery**

Name of Person Signing

*James D. Montgomery*  
Signature

**February 23, 2004**

Date

Total number of pages including cover sheet, attachments, and

4

Mail documents to be recorded with required cover sheet information to:

Mail Stop Recordation Services  
Director of the United States Patent and Trademark Office  
P.O. Box 1450, Alexandria, VA 22313-1450

TRADEMARK

REEL: 002799 FRAME: 0969

700067892

CH \$40.00 500858 1551348

TRADEMARK ASSIGNMENT

THIS ASSIGNMENT, made this 5<sup>th</sup> day of June, 2000, by and between Netherland Corporation ("Assignor"), a corporation organized under the laws of the State of Oklahoma, located and doing business at 507 S. Coltrane Edmond, OK 73034, and Varsity Spirit Corporation ("Assignee"), a corporation organized under the laws of the State of Tennessee, located and doing business at 2525 Horizon Lake, Memphis, Tennessee 38133;

WHEREAS, Assignor is the owner of and has adopted, used and is using the trademarks listed in Schedule A attached hereto and made a part hereof, including variations and derivations thereof, in the United States, whether or not applications, registrations and/or common law rights therefor (the "Marks"); and

WHEREAS, Assignee wishes to acquire Assignor's right, title and interest in and to the Marks as listed in Schedule A together with the goodwill of the business in connection with which the Marks are used; and

WHEREAS, Assignor wishes to assign the Marks together with the goodwill of the business in connection with which the Marks are used;

NOW, THEREFORE, in consideration of the sum of Ten Dollars (\$10.00) in United States currency and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor does hereby sell, grant, assign, transfer, convey and deliver to Assignee all of its right, title and interest in and to the Marks together with the goodwill of the business in connection with which the Marks are used and including the subject matter of all claims which may be obtained therefrom for Assignee's own use and enjoyment, and for the use and enjoyment of its successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by the said Assignor if this assignment had not been made; together with all claims for damages by reason of past, present or future infringement or other

unauthorized use of the Marks, with the right to sue for, and collect the same for its own use and enjoyment, and for the use and enjoyment of its successors, assigns, or other legal representatives.

Assignor authorizes and requests the Assistant Commissioner for Trademarks to record Assignee as the owner of the entire right, title and interest in and to the Marks, for the sole use and enjoyment of Assignee, its successors, assigns or other legal representatives.

IN WITNESS WHEREOF, the Assignor has caused this assignment to be signed and executed by the undersigned officer thereunto duly authorized on the date and year first above written.

NETHERLANDS CORPORATION

By: 

Name: Michael Cook

Title: President

Subscribed and Sworn to Before Me  
this 5<sup>th</sup> day of June, 2000.

  
Notary Public

My commission expires: 10/30/2000

**SCHEDULE A**

**Starlight Production**

**Mark Registration No. 1,551,348**