

10-07-2003



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

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

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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): Scott D. Middleton

10-3-03

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

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

3. Nature of conveyance:

- Assignment [checked] Merger [] Security Agreement [] Change of Name [] Other []

Execution Date: 09/26/2003

2. Name and address of receiving party(ies)

Name: KICKZ AG

Internal Address:

Street Address: FeilitzschstraBe 1

City: 80802 München State: DE Zip:

- Individual(s) citizenship [] Association [] General Partnership [] Limited Partnership [] Corporation-State [] Other German corporation [checked]

If assignee is not domiciled in the United States, a domestic representative designation is attached: [checked] Yes [] No (Designations must be a separate document from assignment) Additional name(s) & address(es) attached? [] Yes [checked] No

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

A. Trademark Application No.(s)

B. Trademark Registration No.(s) 1,523,564

Additional number(s) attached [] Yes [checked] No

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

Name: ERic W. Gallender

Internal Address: BRINKS HOFER GILSON & LIONE

Street Address: P.O. Box 10395

City: Chicago State: IL Zip: 60610

6. Total number of applications and registrations involved: 1

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

- Enclosed [checked] Authorized to be charged to deposit account [checked]

8. Deposit account number:

23-1925

DO NOT USE THIS SPACE

9. Signature.

Eric W. Gallender

Name of Person Signing

Signature

September 30, 2003

Date

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

OFFICE OF PTO RECORDS 2003 OCT -3 PM 1:18 FINANCE SECTION

10/07/2003 LNUELLER 00000051 1523564

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40.00 DP

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

TRADEMARK REEL: 002839 FRAME: 0175

ASSIGNMENT AGREEMENT

THIS AGREEMENT, effective as of the date of the last signature below (the "Effective Date"), is by and between KICKZ AG ("KICKZ"), a German Corporation with its principal place of business at Feilitzschstraße 1, 80802 München, GERMANY, and Scott D. Middleton ("Middleton"), a Canadian citizen residing at 1506- 7 St., Nisku, Alberta T9E 7S1, Canada;

WHEREAS, KICKZ is the owner of U.S. Application Serial No. 76/366,454 (hereinafter, the "Application") for the mark K1X;

WHEREAS, Middleton is the owner of U.S. Reg. No. 1,523,564 (hereinafter, the "Registration") for the mark KIX and Design (hereinafter, the "Mark");

WHEREAS, in an Office Action dated June 6, 2002, the United States Patent and Trademark Office refused registration of the Application under Section 2(d) of the Lanham Act, 15 U.S.C. § 1052(d), based on a likelihood of confusion with the Mark in the Registration;

WHEREAS, on November 14, 2002, KICKZ filed a petition to cancel the Registration, Cancellation No. 92041403;

WHEREAS, KICKZ is desirous of acquiring all of Middleton's right, title and interest in and to the Mark, the Registration and the good will of the business symbolized by the Mark;

WHEREAS, Middleton is desirous of selling, assigning and transferring all of his right, title and interest in and to the Mark, the Registration and the good will of the business symbolized by the Mark;

WHEREAS, the parties wish to resolve Cancellation No. 92041403 on an amicable basis;

NOW, THEREFORE, for good and valuable consideration, the sufficiency of which is hereby acknowledged, KICKZ and Middleton hereby agree as follows:

1. **ASSIGNMENT**: Middleton hereby assigns, sells, transfers and conveys to KICKZ all of his right, title and interest in and to the Mark and the Registration, including but not limited to all common law rights and the right to pursue legal actions for past infringement of the Mark and related damages, together with the goodwill of the business symbolized by the Mark.

2. **PAYMENT**: Within thirty (30) days of the Effective Date, KICKZ shall deliver to Middleton via overnight courier certified funds in the amount of five-thousand United States dollars (US \$5,000.00).

3. **WITHDRAWAL OF CANCELLATION NO. 92041403**: Within thirty (30) days of the Effective Date, KICKZ shall file with the PTO an Express Withdrawal of Cancellation.

IN WITNESS WHEREOF, the parties have caused this instrument to be duly executed in duplicate counterparts as of the day and year written below.

KICKZAG

Scott D. Middleton

By: [Signature]

[Signature]

Name: CHRISTIAN KRASLE

Title: C.E.O.

Dated: SEPT. 26/03

Dated: 24.9.03

DESIGNATION OF DOMESTIC REPRESENTATIVE

KICKZ AG hereby designates the firm of BRINKS, HOFER, GILSON & LIONE, whose postal address is P.O. Box 10395, Chicago, Illinois, 60610, as its representative upon whom notice may be served in proceedings affecting the following mark:

Mark

KIX and Design

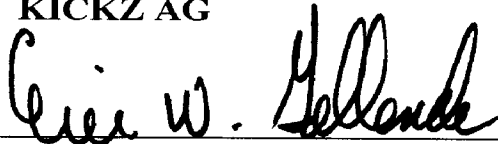
Registration No.

1,523,564

Dated: September 30, 2003

By: _____

KICKZ AG



Eric W. Gallender
BRINKS, HOFER, GILSON & LIONE
P.O. Box 10395
Chicago, Illinois 60610
Phone: (312) 321-4200
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Attorneys for KICKZ AG