

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Florence Fang		02/18/2004	INDIVIDUAL:
RECEIVING PARTY DATA			
Name:	ANSCHUTZ 12K COMPANY		
Street Address:	555 17th Street, Suite 2400		
City:	Denver		
State/Country:	COLORADO		
Postal Code:	80202		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	1319927	BAY TO BREAKERS	
Registration Number:	1379651	EXAMINER BAY TO BREAKERS	
CORRESPONDENCE DATA			
Fax Number:	(415)983-1200		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	415-983-1274		
Email:	sftrademarks@pillsburywinthrop.com		
Correspondent Name:	Pillsbury Winthrop LLP		
Address Line 1:	P.O. Box 7880		
Address Line 2:	Calendar/Docketing Department		
Address Line 4:	San Francisco, CALIFORNIA 94120-7880		
ATTORNEY DOCKET NUMBER:	015067/0000001/RBB		
NAME OF SUBMITTER:	Robert B. Burlingame		
Total Attachments: 1			
source=TM FANG TO 12K#page1.tif			

CH \$65.00 1319927

TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT is made effective as of February 18, 2004 ("the Effective Date"), by FLORENCE FANG, an individual ("Assignor") and ANSCHUTZ 12K COMPANY, a Delaware corporation ("Assignee").

WHEREAS, Assignor is the owner of record of the trademarks BAY TO BREAKERS and EXAMINER BAY TO BREAKERS (collectively "the Marks"), including the corresponding U.S. Trademark Registration Nos. 1319927 and 1379651;

WHEREAS, pursuant to an Asset Purchase Agreements dated February 18, 2004, Assignee has acquired from Assignor an interest in the Marks and the associated goodwill (in addition to other assets and intellectual property) and desires to confirm and record said interest in the Marks;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby confirms its February 2004 assignment of the Marks to Assignee, and does hereby convey, transfer and assign to Assignee all rights, title and interest that Assignor has or may have worldwide in and to the Marks, including without limitation U.S. Trademark Registration Nos. 1319927 and 1379651 and any other applications and/or registrations therefor, together with the goodwill of the business connected with the use of and symbolized by the same and all rights of action accrued, accruing and to accrue under and by virtue hereof, including without limitation the right to sue or otherwise recover for past infringement and receive all damages, payments, costs and fees associated therewith.

IN WITNESS WHEREOF, Assignor has caused its duly authorized officers to execute this Trademark Assignment as of the Effective Date.



FLORENCE FANG