



To the Honorable C

Please record the original document or copy thereof.

102570229

Trademarks:

10.3.03

1. Name of Party(ies) conveying an interest:

Pace International, LLC

Entity:

___ Individual(s) ___ Association

___ General Partnership ___ Limited Partnership

X Corporation-Country }

___ Other

Additional name(s) of conveying party(ies) attached:

___ yes X no



2. Name and Address of Party(ies) receiving an interest:

Name: DeaHinder, LLC

Street Address: 1011 Western Avenue, Suite 505

City: Seattle

State/Zip Code: WA 98104

Entity:

___ Individual(s) ___ Association

___ General Partnership ___ Limited Partnership

X Corporation-State/Country (Washington)

___ Other

Citizenship

If not domiciled in the United States, a domestic representative designation is attached:

___ yes ___ no

(The attached document must not be an assignment)

Additional name(s) and addresses attached:

___ yes ___ no

3. Description of the interest conveyed:

X Assignment ___ Change of Name ___ Other

___ Security Agreement ___ Merger

Date of execution of attached document: September 27, 2003

4. Application number(s) or registration number(s). Additional sheet attached? ___ yes X no

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

Reg. No. 1,425,416

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

Name:

FIRM: McDermott, Will & Emery

Address: 18191 Von Karman, Suite 400

City/State/Zip: Irvine, CA 92612

6. Number of applications and registrations involved: one (1)

7. ___ The \$ ___ filing fee is enclosed.

8. XX Please charge the \$ 40.00 filing fee to Deposit Account No. 502203. (duplicate copy of this page attached)

9. XX Please charge any deficiencies in fees or credit any overpayment to Deposit Account No. 502203.

DO NOT USE THIS SPACE

10. 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.

Mark J. Itri, Reg. No. 36,171

Name of Person Signing

Mark J. Itri

Signature

October 2, 2003

Date

Total number of pages comprising coversheet: 1

TRADEMARK ASSIGNMENT

This Trademark Assignment is made and entered into this 27th day of September, 2003, by PACE INTERNATIONAL, LLC, a Washington limited liability company ("Assignor").

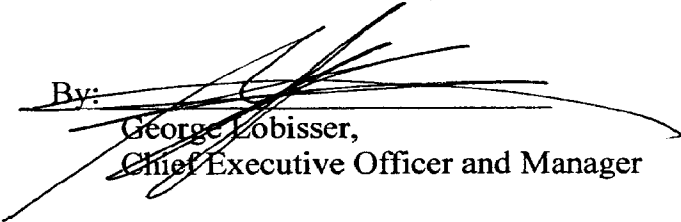
WHEREAS, Assignor owns the rights in and to the trademarks described more fully in Attachment 1, which is incorporated in this Trademark Assignment by reference (the "Trademarks"); and

WHEREAS, Assignor agreed in the Asset and Member Interest Purchase Agreement that the Trademarks would be transferred from Assignor to DEAHINDER, LLC, a Washington limited liability company ("Assignee");

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor does hereby convey, grant, assign and deliver to Assignee all right, title and interest in and to the Trademarks, together with the good will of the business symbolized by the Trademarks.

This agreement may be executed in counterparts, which taken together as a whole may be considered one agreement.

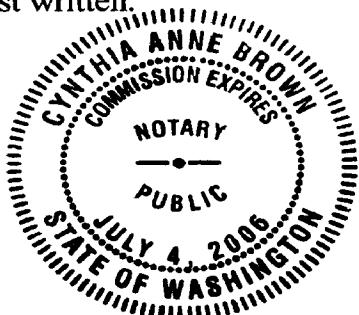
PACE INTERNATIONAL, LLC


By: 
George Lobisser,
Chief Executive Officer and Manager

STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

On this 27th day of September, 2003, before me, a Notary Public in and for the State of Washington, personally appeared George Lobisser, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person who executed this instrument, on oath stated that he was authorized to execute the instrument, and acknowledged it as the Chief Executive Officer and Manager of PACE INTERNATIONAL, LLC, to be the free and voluntary act and deed of said company for the uses and purposes mentioned in the instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year first written.




NOTARY PUBLIC in and for the State of Washington
residing at King County
My appointment expires July 4, 2006
Print Name Cynthia Anne Brown

ATTACHMENT 1

U.S. Trademarks

| <u>Trademark</u> | <u>Reg. No./ Serial No.</u> | <u>Int. Class</u> |
|--|--|--------------------------|
| Deadline | 907,369 | 5 |
| Deadline Bullets | 1,425,416 | 5 |
| One Last Meal For Slugs and Snails | 76031764 | 5 |
| Hinder | 1,395,496 | 5 |

Non-U.S. Trademarks

| <u>Trademark</u> | <u>Country</u> | <u>Reg. No./ Serial No.</u> |
|-------------------------|-----------------------|--|
| Deadline | Argentina | 1820452 |
| Deadline | Australia | A613284 |
| Deadline | Canada | TMA290,337 |
| Deadline | Guatemala | 109702 |
| Deadline | Jamaica | 35770 |
| Deadline | New Zealand | 230944 |
| Deadline | Vietnam | 26280 |
| Hinder | Canada | TMA333,007 |
| Hinder | Indonesia | 368103 |

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