

**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
Sport Court, Inc.		06/10/2004	CORPORATION: DELAWARE

RECEIVING PARTY DATA	
Name:	Sport Court International, Inc.
Street Address:	939 South 700 West
City:	Salt Lake City
State/Country:	UTAH
Postal Code:	84104
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 44

Property Type	Number	Word Mark
Serial Number:	78362535	S
Serial Number:	78360084	TRUE GRIP
Serial Number:	78360094	SLIP NOT
Serial Number:	78362550	YOUR SPORT, OUR COURT
Serial Number:	78342310	DAYTONA
Serial Number:	78326593	RESPONSE
Serial Number:	78331665	STELLAR GREENS
Serial Number:	78265910	SPORT FORT
Serial Number:	78258413	THE BACKYARD PEOPLE
Serial Number:	78258408	THE BACKYARD COMPANY
Serial Number:	78258407	COME OUT AND PLAY
Serial Number:	78258405	COME ON AND PLAY
Serial Number:	78227022	DANCEMASTER
Serial Number:	78208452	ORTHO-CUSH
Serial Number:	78208454	BACKYARD SPORTS & LIFESTYLE

OP \$1115.00 78362535

Serial Number:	78267903	SPORT DECK
Serial Number:	76469250	SPORT COURT AIR
Serial Number:	76416050	NATURAL BREAK TECHNOLOGY
Registration Number:	2690645	BOUNCE
Serial Number:	76383764	STICKTION
Registration Number:	2561214	FLIGHT DECK
Registration Number:	2561212	FLIGHTDECK
Serial Number:	76288435	SLAMSYSTEM
Registration Number:	1136926	WACKETBALL
Registration Number:	2722120	SPORTSHIELD
Registration Number:	2002892	PORTAFLOOR
Registration Number:	2544253	MOTORMAT
Registration Number:	2433985	TYLON
Registration Number:	1727818	SPORT COURT
Registration Number:	2279169	
Registration Number:	2374528	LATERAL FORGIVENESS
Registration Number:	2416771	HIGH PERFORMANCE II
Registration Number:	2297720	COMPETITIVE PERFORMANCE I
Registration Number:	2479328	SPORT COURT
Registration Number:	2300404	A-TAK
Registration Number:	1155587	
Registration Number:	1177220	SPORT COURT
Registration Number:	1100976	SPORT COURT
Registration Number:	1155586	SPORT COURT
Registration Number:	2188213	ICE-O-GRID
Registration Number:	2196931	
Registration Number:	2199223	
Registration Number:	1582722	DURARUBBER
Registration Number:	1276329	DURAGRID

**CORRESPONDENCE DATA**

Fax Number: (801)566-0750

*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*

Phone: (801) 566-6633

Email: siegrist@tnw.com

Correspondent Name: THORPE NORTH & WESTERN, LLP

Address Line 1: P.O. Box 1219  
Address Line 4: Sandy, UTAH 84091-1219

ATTORNEY DOCKET NUMBER: 23904

NAME OF SUBMITTER: Peter M. de Jonge

Total Attachments: 8  
source=Assignment#page1.tif  
source=Assignment#page2.tif  
source=Assignment#page3.tif  
source=Assignment#page4.tif  
source=Assignment#page5.tif  
source=Assignment#page6.tif  
source=Assignment#page7.tif  
source=Assignment#page8.tif

## TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (this "*Assignment*") dated as of June \_\_, 2004 (the "*Effective Date*"), is made by and between Sport Court, Inc., a Delaware corporation ("*Assignor*"), and Sport Court International, Inc., a Delaware corporation ("*Assignee*").

WHEREAS, Assignor and AASC Holding Corporation ("*AASC*") are parties to that certain Asset Purchase Agreement, dated as of June 9, 2004 (the "*Agreement*"), pursuant to which Assignor has agreed to sell and AASC has agreed to purchase the "Acquired Assets" as defined in the Agreement;

WHEREAS, AASC assigned its rights under the Agreement to Assignee pursuant to that certain Assignment and Assumption Agreement, dated June 10, 2004 (the "*Assignment*");

WHEREAS, Assignor is the owner of the entire right, title and interest in, to and under the United States and foreign trademark registrations and applications for registration of trademarks identified and set forth on Schedule A or that otherwise constitute "Acquired Assets" under the Agreement (all of the foregoing collectively, the "*Trademarks*") and the goodwill associated with all of the foregoing; and

WHEREAS, pursuant to the Agreement and the Assignment, the Trademarks and their associated goodwill are to be assigned to Assignee.

NOW, THEREFORE, for good and valuable consideration (including the premises and covenants set forth in the Agreement), the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

Assignor hereby sells, assigns, transfers and sets over to Assignee all of Assignor's right, title and interest in and to the Trademarks, together with the goodwill of the business in connection with which the Trademarks are used, and all registrations and applications therefor in the United States and for all foreign countries, including any renewals and extensions of the registrations that are or may be secured under the laws of the United States and all foreign countries, now or hereafter in effect, for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this assignment and sale had not been made, together with all income, royalties or payments due or payable as of the Effective Date or thereafter, including, without limitation, all claims for damages by reason of past, present or future infringement or other unauthorized use of the Trademarks, with the right to sue for and collect the same for Assignee's own use and enjoyment and for the use and enjoyment of its successors, assigns or other legal representatives.

Assignor authorizes and requests the United States Commissioner of Patents and Trademarks and any other similar government authority to record Assignee as the assignee and owner of the Trademarks, and issue any and all registrations thereon to Assignee, as assignee of the entire right, title and interest in, to and under the same, for the sole use and enjoyment of Assignee, its successors, assigns or other legal representatives.

Assignor shall provide to Assignee, its successors, assigns or other legal representatives, cooperation and assistance at Assignee's request and expense (including, without limitation, the execution and delivery of any and all affidavits, declarations, oaths, samples, exhibits, specimens and other documentation as may be reasonably required) in connection with: (1) preparation and prosecution of any application for registration or renewal of a registration covering any of the Trademarks; (2) prosecution or defense of any interference, opposition, infringement or other proceedings that may arise in connection with any of the Trademarks, including, without limitation, testifying as to any facts relating to the Trademarks assigned herein and this Assignment; (3) obtaining any additional trademark protection for the Trademarks that Assignee reasonably may deem appropriate that may be secured under the laws now or hereafter in effect in the United States or for all foreign countries; and (4) implementation or perfection of this Assignment.

This Assignment may be executed in counterparts, each of which shall be deemed to be an original, and all of which together shall constitute one and the same instrument.

This Assignment shall be governed by and construed in accordance with the laws of the United States of America and of the State of Georgia.

Nothing contained in this Assignment shall be deemed to supersede, enlarge or modify any of the obligations, agreements, covenants or warranties of Assignor or Assignee contained in the Agreement, all of which survive the execution and delivery of this Assignment as provided in the Agreement. In the event of any conflict or inconsistency between the terms of the Agreement and the terms hereof, the terms of the Agreement shall govern and control.

This Assignment shall inure to the benefit of and be binding on the successors and assigns of both parties.

[remainder of page intentionally left blank]

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be duly executed as of the date first above written.

**SPORT COURT, INC.**  
a Delaware corporation

By: Charlie Graves

Name: Charlie Graves

Title: President and CEO

STATE OF Georgia )  
                                  ) SS:  
COUNTY OF FULTON )

On this 10th day of June, 2004 before me **Charlie Graves**, known to me to be **President and CEO** of **SPORT COURT, INC.**, who acknowledged that he/she signed this instrument as a free act on behalf of **SPORT COURT, INC.**.

Barbara J. Ingua  
Notary Public:

My commission expires: **Notary Public Douglas County, Georgia**  
**My Commission Expires Sept. 12, 2004**



**SCHEDULE A**

**TRADEMARKS**

MARK	SERIAL NO.	FILING DATE	REGISTRATION NO.	REGISTRATION DATE
DURAGRID	73/254,260	03/17/80	1,276,329	05/01/84
SPORT COURT			B324,655	12/04/78
SPORT COURT	420,395	02/06/78	241,820	03/28/80
DURA RUBBER	73/805,374	06/08/89	1,582,722	02/13/90
DECK TILE GRID CONFIGURATION	75/138,709	07/23/96	2,199,223	10/27/98
TILE INTERLOCK CONFIGURATION	75/138,710	07/23/96	2,196,931	10/20/98
ICE-O-GRID	75/116,137	06/07/96	2,188,213	09/08/98
SPORT COURT	73/208,714	03/26/79	1,155,586	05/26/81
SPORT COURT	73/048,329	03/02/75	1,100,976	08/29/78
SPORT COURT & DESIGN	73/208,713	03/26/79	1,177,220	11/10/81
SPORT COURT & DESIGN (Class 19, 27, 28)	778,479	04/03/92	512,933	11/03/92
SPORT COURT & DESIGN (Class 27)	95032991	03/29/95	929780	01/14/97
SPORT COURT & DESIGN (Class 19, 27, 28)	S54255/27Wz	04/21/92	2064175	05/05/94
SPORT COURT & DESIGN (Class 27)	1,698,582	04/28/92	1698582	01/05/94
SPORT COURT & DESIGN (Class 27, 28)	92415136	04/15/92	92415136	04/15/92
SPORT COURT & DESIGN (Class 27, 28)	RM92C/001826	05/04/92	638355	12/20/94
SPORT COURT & DESIGN (Class 27)	179183/92	09/09/92	4052030	09/05/97
SPORT COURT & DESIGN (Class 28)	179184/92	09/09/92	3057719	07/31/95
SPORT COURT & DESIGN (Class 27)	150,541	09/24/92	458664	04/27/94
SPORT COURT & DESIGN (Class 28)	150,540	09/24/92	454101	03/11/94



MARK	SERIAL NO.	FILING DATE	REGISTRATION NO.	REGISTRATION DATE
SPORT COURT & DESIGN (Class 27)	(84)14733	03/30/95	714738	04/16/96
SPORT COURT LOGO	73/208,715	03/26/96	1,155,587	05/26/81
A-TAK	75/300,693	05/30/97	2,300,404	12/14/99
A-TAK	3805235	11/18/03		
A-TAK	2003 06692	11/13/03		
SPORT COURT	75/879,564	12/23/99	2,479,328	08/21/01
COMPETTITIVE PERFORMANCE I	75/505,187	06/19/98	2,297,720	12/07/99
HIGH PERFORMANCE II	75/505,186	06/19/98	2,416,771	01/02/01
LATERAL FORGIVENESS	75/616,755	01/06/99	2,374,528	08/08/00
LATERAL FORGIVENESS	2684991	5/1/02	2,684,991	01/08/04
MISC. DESIGN (Moving Balls)	75/505,734	06/19/98	2,279,169	09/21/99
SPORT COURT	74/143,269	02/28/91	1,727,818	10/27/92
SPORT COURT	2684033	04/29/02		
SPORT COURT	2002731470	12/15/02		
TYLON	75/580,030	10/30/98	2,433,985	03/06/01
TYLON	1,013,617	04/28/99	554288	11/22/01
TYLON	1,163,963	04/30/99	1163963	08/01/00
TYLON	39349/99	04/30/99	4426105	10/20/00
MOTORMAT	76/069,655	06/14/00	2,544,253	03/05/02
PORTAFLOOR	74/729,958	09/15/95	2,002,892	09/24/96
PORTAFLOOR			712875	07/16/96
PORTAFLOOR	3343397	10/22/02		
PORTAFLOOR	000253831	05/09/96	253831	09/30/98
PORTAFLOOR	2019640	05/04/95	2,019,640	01/18/00
PORTAFLOOR	9-167752	10/15/97	4310855	09/03/99
PORTAFLOOR	2002724668	10/25/02	253969	8/28/03
PORTAFLOOR	97/0941	01/22/97	97/0941	08/01/00
SPORTSHIELD	76/209,945	02/13/01	2,722,120	06/03/03
SPORTSHIELD	882740	07/17/01	882740	07/17/01
SPORTSHIELD	1110475	07/24/01		
SPORTSHIELD	2001146364	08/13/01	1928959	11/14/02
SPORTSHIELD	2331916	07/25/01	2331916	01/17/03
SPORTSHIELD	2001 11503	07/19/01	B12883	10/04/02
SPORTSHIELD	1039083	08/23/01		
SPORTSHIELD	500846	08/10/01	773210	12/13/02
SPORTSHIELD	2001-09464	07/24/01		
SPORTSHIELD	05621	08/02/01		

MARK	SERIAL NO.	FILING DATE	REGISTRATION NO.	REGISTRATION DATE
SPORTSHIELD	2003 06693	11/13/03		
SPORTSHIELD	2002724666	10/25/02	254515	09/3/03
SPORTSHIELD	T01/10282J	07/17/01	T01/10282J	02/13/01
SPORTSHIELD	90030795	07/25/01		
WACKETBALL	73/200,296	01/17/79	1,136,926	06/17/80
SLAMSYSTEM	76/288,435	07/18/01		
FLIGHTDECK	76/057,150	05/25/00	2,561,212	04/16/02
FLIGHT DECK	76/057,744	05/25/00	2,561,214	04/16/02
STICKTION	76/383,764	03/14/02		
BOUNCE	76/403,451	05/3/02	2,690,645	02/25/03
NATURAL BREAK TECHNOLOGY	76/416,050	06/06/02		
SPORT COURT AIR	76/469,250	01/21/02		
SPORT DECK	78/267,903	06/27/03		
BACKYARD SPORTS & LIFESTYLE	78/208,454	01/29/03	2,839,319	05/04/04
ORTHO CUSH	78/208,452	01/29/03		
DANCEMASTER	78/227,022	03/18/03		
COME ON AND PLAY	78/258,405	06/04/03		
COME OUT AND PLAY	78/258,407	06/04/03		
THE BACKYARD COMPANY	78/258,408	06/04/03		
THE BACKYARD PEOPLE	78/258,413	06/04/03		
SPORT FORT	78/265,910	06/23/03		
SPORT COURT	2443798	07/11/03		
SPORT COURT	2443799	07/11/03		
SPORT COURT	2482234	08/22/03		
SPORT COURT	825723736	07/21/03		
SPORT COURT	825723744	07/21/03		
SPORT COURT	3917312	02/18/04		
SPORT COURT	3917313	02/18/04		
SPORT COURT	606989	09/09/03		
SPORT COURT	185118	07/10/03	93008	11/11/03
SPORT COURT	185119	07/10/03	93009	11/11/03
SPORT COURT	17458	07/11/03	264599	12/15/03
SPORT COURT	17457	07/11/03	264598	12/15/03
SPORT COURT	2003 06691	11/13/03		
SPORT COURT	348,704	07/10/03		
SPORT COURT	9240-2003	07/11/03		
SPORT COURT	9239-2003	07/11/03		
STELLAR GREENS	78/331,665	11/21/03		
RESPONSE 6.0	78/326,593	11/12/03		
RESPONSE 6.0	3805234	11/18/03		

ATL01/11672746v1

TRADEMARK  
REEL: 002942 FRAME: 0817

MARK	SERIAL NO.	FILING DATE	REGISTRATION NO.	REGISTRATION DATE
RESPONSE 6.0	2003 06690	11/13/03		
DAYTONA	78/342,310	12/17/03		
YOUR SPORT, OUR COURT	78/362550	02/04/04		
SLIP NOT	78/360,094	01/30/04		
TRUE GRIP	78/360,084	01/30/04		
SC & DESIGN (New Logo)	78/362,535	02/04/04		
SPORT COURT in Chinese Characters	3917311	02/18/04		
SPORT COURT in Chinese Characters	3917310	02/18/04		

ATL01/11672746v1

RECORDED: 09/23/2004

TRADEMARK  
REEL: 002942 FRAME: 0818