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
RNDB, Inc.		10/01/2004	CORPORATION:

RECEIVING PARTY DATA

Name:	Premier Rinks, LLC
Street Address:	4814 Park Glen Road
City:	Minneapolis
State/Country:	MINNESOTA
Postal Code:	55416
Entity Type:	Limited Liability Company:

PROPERTY NUMBERS Total: 3

Property Type	Number	Word Mark
Registration Number:	1050676	CRYSTAPLEX
Registration Number:	1996591	BORDER PATROL
Registration Number:	2188861	CRYSTA-TILE

CORRESPONDENCE DATA

Fax Number: (612)335-1657

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

Email: doris.yock@leonard.com

Correspondent Name: Doris E. Yock, Leonard, Street and Deina

Address Line 1: 150 South Fifth Street, Suite 2300 Address Line 4: Minneapolis, MINNESOTA 55402

NAME OF SUBMITTER: Doris E. Yock

Total Attachments: 2

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ASSIGNMENT OF TRADEMARKS

WHEREAS, Premier Rinks LLC, a Minnesota limited liability company ("Assignee") has initiated a strict foreclosure action under Article 9 of the Uniform Commercial Code of the State of Minnesota against RNDB, Inc. (f/k/a Athletica, Inc.), a Minnesota corporation ("Assignor"); and

WHEREAS, Assignor is the owner of the certain trademarks within the United States of America as set forth in Schedule A ("Trademarks");

NOW, THEREFORE, for good and valuable consideration which is in excess of \$10.00, the receipt and adequacy of which are hereby acknowledged, and intending to be legally bound, Assignor does hereby sell, assign and transfer unto Assignee all right, title, and interest in and to the Trademarks set forth in Schedule A, together with the goodwill of the business symbolized by the Trademarks, and the Trademark applications identified in Schedule A, as well as any and all claims, demands, causes of action, rights to sue or other rights occasioned from or because of any and all past infringement of such Trademarks and the right to collect damages therefor. Assignor further agrees that upon request, it shall execute any and all documents necessary to vest all rights, title and interest in and to the Trademarks and the applications set forth in Schedule A.

This Assignment is binding on Assignor, its successors and assigns, and will inure to the benefit of the Assignee, its successors and assigns. Nothing in this instrument, express or implied, is intended or shall be construed to confer upon, or give to, any person, corporation or entity other than Assignee, its successors and assigns, any remedy or claim under or by reason of this instrument, or any terms, covenants or conditions hereof, and all the terms, covenants and conditions in this instrument shall be for the sole and exclusive benefit of Assignee and its successors and assigns.

IN WITNESS WHEREOF, Assignor has caused this Assignment to be executed on the date set forth below.

		RNDI	B, INC.
Date: 10/1/64		Ву: _	Del Bett
		Its:	PREJIDENT
STATE OF MINNESOTA)		
COUNTY OF HENNEPIN	ss.:)		
by David Battell, and he a	cknowledg	owledge ged the s	d before me this 151 day of 164, 2004, ame to be his free act and deed done with full
authority and on behalf of Assign	or.		Thomas a. Tensen
THOMAS A. J NOTARY PUBLIC - N My Comm. Expires J	NNESO1A 🕻		Notary Public

SCHEDULE A

Registrations:

<u>Mark</u>	Reg. No.	Reg. Date
CRYSTAPLEX	1,050,676	October 19, 1976
BORDER PATROL	1,996,591	August 27, 1996
CRYSTA-TILE	2,188,861	September 15, 1998

Abandoned Applications:

<u>Mark</u>	Serial No.	Filing Date	Abandonment Date
BORDER PATROL	74/411,623	July 12, 1993	September 23, 1994
BORDER PATROL and Design	74/411,621	July 12, 1993	September 30, 1994
BORDER PATROL and Design	74/411,622	July 12, 1993	October 6, 1994
BORDER PATROL and Design	74/651,897	March 27, 1995	February 12, 1996
BORDER PATROL and Design	74/651,916	March 27, 1995	February 20, 1996

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RECORDED: 10/05/2004

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